

INVITATION FOR BIDS

LAWN MAINTENANCE SERVICES

OPENING DATE: 2 PM - TUESDAY, MAY 31, 2011

BID NUMBER 11-4876

JULY 1, 2011 - JUNE 30, 2013

Sealed bids, subject to the bid documents hereto attached, for LAWN MAINTENANCE SERVICES, are being accepted.

By submitting a bid, vendor hereby agrees to all of the terms and conditions of the bid documents, and to all terms and conditions of the contract.

THIS CONTRACT IS FOR A TWO (2) YEAR PERIOD, WITH TWO (2) POSSIBLE ONE-YEAR EXTENSIONS

VENDOR IDENTIFICATION

Legal Name of Contracting Company		
Federal I.D. # (Company or Corporation)	Social Security # (Individual)	
Telephone Number	Facsimile Number	
Contact Person	Title	
Complete Mailing Address	City & State	Zip
Complete Street Address	City & State	Zip

BID SUBMISSIONS

<u>DEADLINE</u>: Bids must be received at the address stated below prior to **2:00 pm on Tuesday, May 31, 2011**. *Late bids will not be accepted under any circumstances!*

<u>OFFICIAL TIME CLOCK</u>: The time-date stamp located at the reception desk on the first floor of the Justice Center building (211 W. Court, 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.

<u>LATE BIDS</u>: 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 Justice Center building (211 W. Court, 1st Floor) shall be the official time of receipt.

<u>ADDRESS</u>: Sealed bids may be hand-delivered or mailed to County Judge Mike Wiggins, Guadalupe County, 211 W. Court, Seguin, Texas 78155.

BID OPENING:

Tuesday, May 31, 2011 Guadalupe County Justice Center Commissioners Courtroom 211 W. Court Seguin, Texas 78155

Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom, 1st floor of the Justice Center building which is located at 211 W. Court, Seguin, Texas 78155.

SCHEDULE OF EVENTS:

- Tuesday, May 10, 2011: Bid packets will be available to prospective bidders.
- Tuesday, May 31, 2011: Bids will be opened and read at 2:00p.m.
- Tuesday, June 14, 2011: 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.

<u>SUBMITTAL</u>: Completed Bids, <u>original and one (1) copy</u>, must be in a sealed envelope clearly marked with "LAWN MAINTENANCE SERVICES", "BID NUMBER 11-4876", and "May 31, 2011 at 2 PM" written in the lower left-hand corner of the envelope containing the bid.

<u>METHODS</u>: 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 <u>outside of the delivery service envelope</u>. Facsimile and electronic mail transmittals are <u>not</u> 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.

<u>TAX EXEMPT STATUS</u>: 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 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

<u>COMPLETED BID</u>: 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), Vendor References (page 17).

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.

BID MUST BE TYPED OR PRINTED IN INK: All entries must be TYPED OR PRINTED IN INK. Faxed bids will not be accepted.

<u>FORMS</u>: 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.

<u>GOVERNING FORMS</u>: 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.

LATE BIDS

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

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.

<u>REFERENCES</u>: In order to demonstrate to the Guadalupe County Commissioners' Court that the contractor is responsible, each bidder must furnish, with bid, a minimum of three references (Attachment C), concerning Lawn Maintenance Services, where like services are currently performed by his firm through contract and have been provided for a minimum of twelve (12) months. References must be from entities with buildings similar in size to those specified in this invitation for bids.

AWARD

<u>CONTRACT PERIOD</u>: This contract is for the period from July 1, 2011 through June 30, 2013, with two (2) possible one year extensions that would require Commissioners Court and Vendor approval for a possible total contract period of four (4) years. This contract is subject to second and subsequent year funding by Guadalupe county Commissioners Court. (See Funding Out Clause below.)

<u>FUNDING OUT CLAUSE</u>: 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 **Lawn Maintenance Services**. 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 **Lawn Maintenance Services**.

<u>CONTRACT AWARD</u>: 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.

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

Vendors are not authorized to officially begin work or make delivery until a contract, signed by the County Judge, 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.

<u>REJECTION OR ACCEPTANCE</u>: 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.

<u>CONTRACT ADMINISTRATION</u>: Under this contract, Larry Timmermann, Road & 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.

<u>FORCE MAJURE</u>: 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.

TERMS AND CONDITIONS

<u>DISCLOSURE REQUIREMENTS</u>: 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.)

<u>ETHICS</u>: 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.

<u>CONFLICT OF INTEREST</u>: 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.

<u>DOCUMENTATION</u>: 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.

<u>TERMINATION FOR DEFAULT</u>: 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.

<u>CANCELLATION OF CONTRACT</u>: Either party may terminate this contact with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to Larry Timmermann, Road & 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.

<u>SUCCESSFUL BIDDER</u>: Successful bidder shall at all times pay or cause to be paid, without cost or expense to Guadalupe County, all Social Security, Unemployment, and Federal Income Withholding Taxes of all his / her employees and all such employees shall be paid wages and benefits as required by Federal and / or State Law.

<u>INSURANCE</u>: 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. All bidders must submit WITH BID a notarized statement from an insurance company authorized to do business in the State of Texas guaranteeing the issuance of an insurance policy upon award of this contract in the following amounts:

- General Comprehensive Liability, \$ 500,000
- Property Damage, \$100,000
- Business Services Bond, \$ 2,500
- Workers' Compensation, REQUIRED FOR ALL VENDORS, regardless of vendor having employees or not

<u>START OF WORK</u>: Vendors are <u>not</u> authorized to officially begin work or make delivery until a contract, signed by the proper parties, is executed <u>and</u> 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.

<u>INVOICING</u>: 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.

<u>PAYMENT</u>: 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, 83110-303-4188 ext. 370.

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

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

BID NO. 11-4876 Page 5 of 27

<u>SILENCE OF SPECIFICATIONS</u>: 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.

<u>HOLD HARMLESS AGREEMENT</u>: Contractor shall 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 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.

<u>NON-COLLUSION</u>: 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.

<u>ANTI-TRUST LAWS</u>: 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 I et seq, and which arise under the anti-trust laws of the State of Texas, Tex. Bus. & Com. Code, section 15.1. et seq.

<u>COST DISCUSSIONS</u>: 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.

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

BID SUBMISSION FORM

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

NOTHING ADDED TO BID

Nothing shall be added to this bid. Unsolicited attachments will be removed and discarded at opening and will have no bearing on the bid, price, specifications or any other terms of the contract.

<u>WAIVER OF SUBROGATION</u>: 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.

QUESTIONS REGARDING BID DOCUMENTS:

Questions concerning this bid should be directed to the Road & Bridge Administrator, Larry Timmermann, at 830-303-4188 ext. 270

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 **lawn maintenance services** for the Grounds Maintenance Department. The successful bidder agrees to maintain and assure a proper appearance of the Guadalupe County Government Facilities (see site locations). All work performed in fulfilling the requirements of this contract will be accomplished by competent personnel utilizing the highest professional maintenance methods. Contractor's equipment shall be adequate for the task and in good working order.

<u>EQUIPMENT / PERSONNEL</u>: The contractor shall supply all equipment and personnel necessary for mowing lawns, weed eating, including edging along the sidewalks, curbs, flower beds, shrubs, air conditioning units, buildings and trees and sweeping all sidewalks. The Law Enforcement Center will require additional edging to maintain a two-foot wide strip around the exterior of the complex, and all air conditioning units.

LOCATION REQUIREMENTS:

- Mowing at the County Administration Building and the County Courthouse shall be done with a push type lawn mower. <u>No RIDING MOWERS will be used at these locations</u>. The Courthouse lawn shall not be mowed Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. due to court proceedings and availability of vehicle parking.
- Use of any herbicide for weed control or otherwise is not allowed. Areas of concern should be brought to the attention of Larry Timmermann, Road & Bridge Administrator.
- Each location shall be mowed once a week during growing season and less frequently during dormant season. Weed eating shall be done every two weeks at a minimum and more frequently during growing season.

LOSS OR DAMAGES:

- The contractor will be responsible for losses or damages which are traceable to the maintenance staff. Should polygraph tests be required to determine liability, the contractor will be responsible for the costs of such tests. Any damages by the maintenance crew should be reported to the Road & Bridge Administrator, the following workday. Each employee of the contractor must agree to being photographed and fingerprinted by the County.
- The contractor shall have a \$1,000 bond on each employee and agrees to provide a means of ensuring the employees can be searched, if necessary, in case of accusation or theft. The contractor shall not hire or work any person who has any felony conviction or misdemeanor conviction involving moral turpitude. The County may request a complete list of Contractor's employees at any time during this contract and may, at its discretion, check employee records for verification of criminal histories.

<u>SCHEDULES</u>: The contractor must keep a roster of maintenance personnel on the grounds and their work assignments. The schedule of all periodic tasks and their sign off will be available for review by the County.

ADDITIONAL SERVICES: Additional services not specified may be contracted for a rate agreeable to both parties.

<u>INSPECTIONS</u>: Contractor will make inspections with the Guadalupe County Road & Bridge Administrator, Larry Timmermann, at regular intervals as specified by the Road & Bridge Administrator. Upon request, the Contractor shall furnish a written plan of action as to how and when he proposes to correct any discrepancies. In order to eliminate complaints, the Contractor shall have a regular systematic inspection by his supervisor to assume maximum efficiency at all times.

• If, after inspection, problem areas are not corrected within three (3) working days, five percent (5%) of the monthly contract billing, per problem area, will be deducted for failure to perform in keeping with the terms of this contract.

BID NO. 11-4876 Page 7 of 27

<u>LAWN MAINTENANCE LOG</u>: The "Lawn Maintenance Log" (Attachment A) is distributed to the various Guadalupe County departments, and are completed as needed by employees of the county and returned to the Road & Bridge Administrator. Each business day, the Road & Bridge Administrator will submit any maintenance logs to the Contractor or his designated representative. The Contractor, or his designated representative, shall ensure that each complaint shown on the maintenance log has been completely satisfied. He will note on the response portion of the log the action taken to correct the problem(s), by whom and when it was completed, and shall return the completed maintenance log to the Road & Bridge Administrator no later than the next business day after it has been given to the Contractor.

<u>NOTICE OF DEFECT FORM</u>: The "Notice of Defect Form" (Attachment B) is available to the Contractor for his use. The Contractor and/or his employees are requested to fill out the Notice of Defect daily for any physical problems they may encounter while working on the property of Guadalupe County. This intent of this form is for use by the Contractor and/or his employees to report to Guadalupe County any problems they come across or any other significant item that the Contractor or his employee believes should require immediate repair. This form must be used on a daily basis, and filled out as necessary upon submission to the Road & Bridge Administrator.

SITE LOCATIONS (ATTACHMENT D):

- County Administration Building, 307 West Court Street, Seguin, TX
- County Adult Probation, 209 East Donegan Street, Seguin TX
- County Agriculture Building, 210 Live Oak Street, Seguin TX
- County Courthouse, 101 East Court Street, Seguin TX
- County Emergency Mgt (Old Jail, includes Elections Office), 415 East Donegan Street, Seguin TX
- County Road and Bridge Department (Central & Main Office), 2605 N Guadalupe Street, Seguin TX
- Juvenile Probation Department, 2613 North Guadalupe Street, Seguin TX
- <u>Community Council of South Texas</u>, 206 East Weinert Street, Seguin TX
- Justice of the Peace, Pct. #1, 2405 East US 90, Seguin TX
- Justice of the Peace, Pct. #4, 11144 FM725, Seguin TX
- County Administration Building, Northeast Parking Lot, 307 West Court Street, Seguin, TX

Guadalupe County reserves the right to remove building location(s) prior to award of contract.

BID SUBMISSION FORM

I, the undersigned, do hereby submit a bid to supply Lawn Maintenance Services for the period beginning July 1, 2011 and ending June 30, 2013, with two (2) one-year extensions that would require Commissioners Court and Vendor approval for a possible total contract period of four (4) years, as per the attached bid specifications:

County Administration Building, 307 West Court Street, Seguin, TX	\$ /Month
County Adult Probation, 209 East Donegan Street, Seguin TX	\$ /Month
County Agriculture Building, 210 Live Oak Street, Seguin TX	\$ /Month
County Courthouse, 101 East Court Street, Seguin TX	\$ /Month
County Emergency Mgt (Old Jail), 415 East Donegan Street, Seguin TX	\$ /Month
County Road and Bridge Department (Central & Main Office), 2605 N Guadalupe Street, Seguin TX	\$ /Month
Juvenile Probation Department, 613 N. Guadalupe Street, Seguin TX	\$ /Month
Community Council of South Texas, 206 East Weinert Street, Seguin TX	\$ /Month
Justice of the Peace, Pct. #1, 2405 East US 90, Seguin TX	\$ /Month
Justice of the Peace, Pct. #4, 1144 FM725, Seguin TX	\$ /Month
<u>County Administration Building, Northeast Parking Lot</u> , 307 West Court Street, Seguin TX	\$ /Month
Total Bid Price for ALL Buildings, Per Month	\$ /Month

Award of bid will be based on the TOTAL monthly bid price for all lawn maintenance service locations.

CERTIFICATION OF BID

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.

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

Date



ANNUAL CONTRACT

The undersigned agrees, if this bid is accepted, to provide lawn maintenance services 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 Contr	ract:	Date	
Printed Name and Title of Signer:			
Name of Company:			
Mailing Address:			
City:	State:	Zip:	
E-mail:			
Telephone:	Fax:		
The Commissioners Court of Guadalupe Courservices with	for the period	between July 1, 2011, a	and June 30, 2013,
PASSED THIS DAY OF	, 2011.		
APPROVED:	ATTES	ST:	
MIKE WIGGINS, COUNTY JUDGE	TERES	SA KIEL, COUNTY CLE	RK
	BID NO. 11-4876		



AFFIDAVIT

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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 _____, 2011.

Notary Commission expires: Notary Public in and for _____County, TX

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

BID NO. 11-4876 Page 11 of 27

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local	OFFICE USE ONLY
Government Code by a person doing business with the governmental entity.	Date Received
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 committs an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
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 appropriat September 1 of the year for which an activity described in Section 176.006(a), Local Gov not later than the 7th business day after the date the originally filed questionnaire becor	ernment Code, is pending and
3 Name each employee or contractor of the local governmental entity who makes recomme officer of the governmental entity with respect to expenditures of money AND describe the af 4 Non-optimized and the second	filiation or business relationship.
* Name each local government officer who appoints or employs local government officers of which this questionnaire is filed AND describe the affiliation or business relationship.	f the governmental entity for

	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 affilitation 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 othe 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 FOR BIDS LAWN MAINTENANCE SERVICES GUADALUPE COUNTY

IMPORTANT

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 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 VENDOR REFERENCES has been completed, signed, dated and included in your bid package. (Page 17)
- The mailing envelope has been addressed to: County Judge Mike Wiggins Guadalupe County Justice Center 211 West Court Street Seguin, Texas 78155
- [] The mailing envelope contains the original and one (1) copy.
- [] The mailing envelope has been sealed and marked on the outside with:
 - 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.

ATTACHMENT A

GUADALUPE COUNTY LAWN MAINTENANCE LOG

Date

Name of person reporting complaint / request

Department/Location

Description of Complaint / Work Request

FIRST REQUEST

_____Yes _____No

Response to Complaint / Work Request

ATTACHMENT B

GUADALUPE COUNTY NOTICE OF DEFECT FORM

Description of Defect / Problem

Road and Bridge Administrator

Response to Defect / Problem

Contractor

Date

ATTACHMENT C

VENDOR REFERENCES

REFERENCES FORM - MINIMUM REQUIRED THREE (3):

NAME AND ADDRESS:	
PERSON TO CONTACT:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BRIEFLY DESCRIBE TYPE	OF SERVICE PERFORMED AND LENGTH OF CONTRACT:
NAME AND ADDRESS:	
PERSON TO CONTACT:	
TELEPHONE NUMBER: FAX NUMBER:	
FAA NUWDER.	
BRIEFLY DESCRIBE TYPE	OF SERVICE PERFORMED AND LENGTH OF CONTRACT:
NAME AND ADDRESS:	
PERSON TO CONTACT:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BRIEFLY DESCRIBE TYPE	OF SERVICE PERFORMED AND LENGTH OF CONTRACT:



















