

**GUADALUPE COUNTY INVITATION FOR BIDS  
BULK GASOLINE AND DIESEL**



**OPENING DATE: 2 PM – TUESDAY, FEBRUARY 19, 2013**

**BID NUMBER 13-3300**

**SEALED BIDS, SUBJECT TO THE BID DOCUMENTS HERETO ATTACHED, FOR BULK GASOLINE  
AND DIESEL 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.**

**APRIL 1, 2013 – MARCH 31, 2015**

**THIS CONTRACT IS FOR A TWO (2) YEAR PERIOD,  
WITH TWO (2) POSSIBLE ONE-YEAR EXTENSIONS  
(SUBJECT TO SECOND AND SUBSEQUENT YEAR FUNDING).**

**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

**GUADALUPE COUNTY INVITATION FOR BIDS**  
**BULK GASOLINE AND DIESEL**

**BID SUBMISSIONS**

**DEADLINE:** Bids must be received at the address stated below prior to **2:00 pm on Tuesday, February 19, 2013. *Late bids will not be accepted under any circumstances!***

**OFFICIAL TIME CLOCK:** 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.

**ADDRESS:** Sealed bids may be hand-delivered or mailed to County Judge Larry Jones, Guadalupe County, 211 W. Court, Seguin, Texas 78155.

**BID OPENING:**

Tuesday, February 19, 2013, Guadalupe County 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, 1<sup>st</sup> floor of the Guadalupe County Justice Center Building which is located at 211 W. Court, Seguin, Texas 78155.

**SUBMITTAL:** Completed Bids, original and one (1) copy, must be in a sealed envelope clearly marked with "BULK GASOLINE AND DIESEL ", "BID NUMBER 13-3300", and "February 19, 2013 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 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 10), Contract page (page 11), Affidavit (page 12), Conflict of Interest Questionnaire (page 13 & 14). Each of these must be COMPLETED AND SIGNED. The contract will be binding only when signed by the County Judge,

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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.

**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 Justice Center building (211 W. Court, 1<sup>st</sup> Floor) shall be the official time of receipt.

**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 April 1, 2013 through March 31, 2015, with two (2) 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.)

**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 **Bulk Gasoline and Diesel**. 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 **Bulk Gasoline and Diesel**.

**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 INVITATION FOR BIDS**  
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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.

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.

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, Mark Green, 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**

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 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,

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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 Mark Green, 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.

**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.

Invoices must be itemized. A packing list or invoice shall accompany each shipment and shall show:

- Name and address of vendor
- Name of receiving department
- Guadalupe County Purchase Order Number
- Date of delivery
- Number of gallons of each type of fuel delivered
- Meter reading before and after off loading into county storage tank
- Signature of County employee accepting fuel delivery

**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 Road and Bridge Administrator, Mark Green, 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**

**Vendor submitting a bid shall be a Qualified Wholesale Distributor.**

**ONE VENDOR:** It is the intent of Guadalupe County to contract with one (1) qualified and experienced vendor for the purchase, transport and delivery of Bulk Gasoline and Diesel to the outlying areas of Guadalupe County as specified herein.

**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 PAD 3 report, average, 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 SHALL NOT BE CHANGED DURING THE CONTRACT PERIOD.**

**PRICE INDEX:** The OPIS Average Composite 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 10:

TYPE OF FUEL	"OPIS" NATIONAL AVERAGE RACK (PER GALLON) (PRICES CONFIRMED THROUGH 10/14/10)	PROFIT MARGIN FOR SUPPLIER (PER GALLON)	BID PRICE (PER GALLON)
ULS No2 LED	\$ 2.3467	\$ .02	\$ 2.3667

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

**QUANTITIES:** Exact quantities of each type of fuel to be purchased under this contract are not known. A schedule reflecting 2012 (January 2012 – December 2012) usage has been included in your bid document package (see page 9).

**DELIVERIES:** Deliveries must be made within forty-eight (48) hours after an order is placed. Orders will be placed Monday through Thursday for delivery Tuesday through Friday. If the vendor is unable to deliver the requested items within the delivery time specified in this contract, Guadalupe County reserves the right to purchase them from another supplier and, at it's option, to either recover from the vendor as liquidated damages or offset against the price due for fuel subsequently supplied by the vendor any amount by which the cost of such substituted fuel exceeds the contract price which would have been applicable, together with the cost of any incidental expenses reasonable incurred by the County in making such substituted purchase(s) and the amount of any consequential damages allowed by law.

**NOTIFICATION OF DELIVERIES:** Guadalupe County requires that vendor notify Guadalupe County Road & Bridge Department, Central Office, at 830-379-9721 or 830-303-4188, ext. 269, at least one hour prior to each delivery at each location. **Off loading SHALL NOT take place unless a county employee is on site to accept delivery and verify meter readings on fuel truck.**

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

**FUEL SPILLS:** Extreme care must be taken by the vendor to avoid fuel spills. The tanker truck must be

attended at all times during fuel off loading. Any costs incurred as a result of fuel spills due to negligence on the part of the vendor, it's agents or employees, or due to equipment malfunction, will be borne by the vendor and may be grounds for termination of the contract, at Guadalupe County's option.

**NATIONALLY DISTRIBUTED BRAND:** Products bid MUST carry nationally distributed brand name (i.e. Chevron, Mobile, Texaco, Exxon, etc.). The Commissioners Court of Guadalupe County reserves the right to conduct random testing of said products (or to have such tests conducted on their behalf) to verify that the products delivered are the same as the products bid.

Specifications may reference name brands, however, 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.

**HAZARDOUS COMMUNICATION ACT / TEXAS RIGHT TO KNOW ACT:** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a contractor must provide the County 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 and Bridge Department. Failure of the vendor to maintain such a file will be cause to reject any bid applying thereto.

**DELIVERY LOCATIONS:** Deliveries of gasoline and diesel shall be made to the following locations under the terms of this contract:

	<b><u>TANK SIZE</u></b>
<b><u>Area A</u></b> - FM 477 and HWY 123	2,000 gal. Unleaded 2,000 gal. ULS Diesel No.2
<b><u>Area B</u></b> - Kingsbury (center of town by railroad tracks)	1,000 gal. Unleaded 1,000 gal. ULS Diesel No.2
<b><u>Area C</u></b> - Geronimo - East ½ block off HWY 123 (in town)	2,000 gal. Unleaded 2,000 gal. ULS Diesel No.2
<b><u>Area D</u></b> - 1 mile east of Marion (north side of FM78)	2,000 gal. Unleaded 1,000 gal. ULS Diesel No.2



**ESTIMATED USAGE: Fuel usage by location (1/12-12/12)**

<u>LOCATION</u>	<u>TYPE</u>	<u>GALLONS DELIVERED</u>	<u>NUMBER OF DELIVERIES</u>
AREA A	DIESEL	16,000	10
	UNLEADED	8,700	10
AREA B	DIESEL	5,800	8
	UNLEADED	4,000	8
AREA C	DIESEL	8,000	6
	UNLEADED	3,500	6
AREA D	DIESEL	7,300	6
	UNLEADED	3,400	6
TOTAL GALLONS PURCHASED:			
	DIESEL	37,100	30
	UNLEADED	19,600	30

**Quantities listed above are for the period from January through December 2012. These are to be used as estimated quantities only – the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and County may purchase any reasonable amount greater than the estimate for the same unit price.**

## BID SUBMISSION FORM

I, the undersigned, do hereby submit a bid to supply Unleaded, Regular/Mid, Premium Unleaded Gasoline and Diesel to Guadalupe County for the period beginning April 1, 2013 and ending March 31, 2015, as per the attached bid specifications:

TYPE OF FUEL	"OPIS" NATIONAL AVERAGE RACK (PER GALLON) 10/14/10	PROFIT MARGIN FOR SUPPLIER (PER GALLON)	BID PRICE (PER GALLON)	BRAND / TRADE NAME OF PRODUCTS BID
ULS Diesel No.2	2.3467			
Unleaded	2.2113			

### **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.

---

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 bulk gasoline and diesel 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 gasoline and diesel with \_\_\_\_\_ for the period between April 1, 2013, and March 31, 2015 in accordance with the requirements set forth in the bid specifications.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

APPROVED:

ATTEST:

\_\_\_\_\_  
LARRY JONES, COUNTY JUDGE

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



**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 \_\_\_\_\_, 2013.

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

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

# 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

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

Adopted 11/02/2005

**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 10).
- ☐ The CONTRACT with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 11)
- ☐ The AFFIDAVIT signed and notarized and included in your bid package. (Page 12)
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE has been completed, signed, dated and included in your bid package. (Page 13-14)
- ☐ The mailing envelope has been addressed to:  
  
County Judge Larry Jones  
Guadalupe County  
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:
  - A. Bid number
  - B. Bid name
  - C. Opening date

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