

**GUADALUPE COUNTY INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIQUID ASPHALTIC MATERIALS**



OPENING DATE: 2 PM – THURSDAY, MAY 22, 2014

BID NUMBER 14-3710

**SEALED BIDS, SUBJECT TO THE PROPOSAL DOCUMENTS HERETO ATTACHED,
FOR LIQUID ASPHALTIC MATERIALS 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.**

JULY 1, 2014 TO JUNE 30, 2015

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 NO. 14-3710

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BID SUBMISSIONS

DEADLINE

Bids must be received in the County Judge's office prior to **2:00 pm on Thursday, May 22, 2014**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom, Guadalupe County Justice Center, 211 W. Court, Seguin, Texas 78155. ***Late bids will not be accepted under any circumstances!***

SUBMITTAL

Completed Bid Proposals, original and one (1) copy, must be in a sealed envelope clearly marked with "LIQUID ASPHALTIC MATERIALS BID", "BID NUMBER 14-3710", and "May 22, 2014" written in the lower left-hand corner of the envelope containing the bid.

PROPRIETARY INFORMATION

Proprietary information, if any, submitted to Guadalupe County in response to this Bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.

ADDRESS

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

METHODS

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

WITHDRAWAL OR ALTERATIONS OF BID

Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

TAX EXEMPT STATUS

The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

BID REQUIREMENTS

COMPLETED BID

A completed proposal means an original bid and one (1) copy must be submitted of each of the following: The Vendor Identification page (page 1), the Bid Submission Form (page 9), the Contract page (page 10), the Affidavit (page 11), and the Conflict of Interest Questionnaire (page 12 and page 13). Each of these must be COMPLETED AND SIGNED.

ADDENDA AND EXPLANATIONS

Explanations required by a prospective bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing addressed to Kristen Klein, County Auditor, 307 W Court Street, Seguin Texas 78155.

Any verbal statements regarding same by a person prior to the award shall not be authoritative and or

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binding.

Addenda issued to bidders prior to date of receipt of bids shall become part of the contract documents, and all bids shall include the work described in the Addendum.

Inquiries within five (5) working days of the date fixed for the submission and opening of the bids will not be given consideration.

ACKNOWLEDGEMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgement must be received by Guadalupe County by the time and at the place specified for receipt of bids.

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.

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.

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.

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.

AWARD

CONTRACT PERIOD

The contract period is from July 1, 2014 through June 30, 2015.

LOCAL PREFERENCE

In accordance with Local Government Code §271.905, if a local government receives one or more bids from a bidder whose principle place of business is in the County and whose bid is within three percent of the lowest bid price received by the County from a bidder who is not a resident of the County, the County

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may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government. This section does not prohibit a local government from rejecting all bids.

FIRM PRICING

All of the items listed are to be on a "per unit" basis, stating a firm price per unit. This price must be good for the entire period of the contract period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered.

ORDERING

All items will be ordered on an "as needed" basis.

AVAILABILITY

It is expressly understood and agreed that in case Guadalupe County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

LOCATION

For items included on this bid that are not delivered, location will be an important factor in the evaluation of bids. Distance will be reviewed both from the aspect of potential projects for the County for the upcoming year and for the distance to the County Road and Bridge locations within the County.

SALES TAX

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

CONTRACT

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

EVALUATION CRITERIA

Criteria utilized by Guadalupe County for determining the lowest responsible bidder includes, but is not limited to, bidder meeting the County's published specifications, bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any factor which could reasonably be asserted as being relevant to successful performance. The County reserves the right to award this contract to the lowest and best bidder(s) in a specific area or areas based on the most convenient location(s) for the using department.

As stated in the Local Government Code, §262.027 (e), "... the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioner's court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material".

REJECTION OR ACCEPTANCE

A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. Bids may be rejected for some items or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into

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consideration together with price in determining the lowest and best bid.

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.

DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of this bid:

- Evidence of collusion among bidders
- Lack of competency
- Lack of responsibility as shown by past record
- Default on a previous county contract for failure to perform

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.

SPECIFICATIONS

All bids must be submitted on the attached Bid Form. By submitting a Bid, Vendor hereby agrees to all of the terms and provisions of the Bid Specifications, and to all the terms and provisions of the contract. (A copy of the contract is hereto attached.)

1) **CONTRACT PERIOD**

This contract is for the period of July 1, 2014 through June 30, 2015.

2) **ITEMS TO BE BID:**

HFRS-2 HIGH FLOAT EMULSION - **SHALL BE DELIVERED AT 165° (± 10°)**

CRS-2 - **SHALL BE DELIVERED AT 165° (± 10°)**

AEP EMULSION – WATER SOLUBLE 24 HOUR CURE TIME

AC-5 ASPHALT CEMENT - **SHALL BE DELIVERED AT 300° (± 10°)**

AC-10 ASPHALT CEMENT - **SHALL BE DELIVERED AT 300° (± 10°)**

SS1 – WATER SOLUBLE

Please quote prices for product delivered to Guadalupe County as well as product picked up from your location in our truck.

- 3) Quantities used will vary. Guadalupe County hereby makes no statement as to estimated usage and no stipulated usage can be demanded by supplier.
- 4) Guadalupe County considers 4000 gallons a full load. Therefore, we will not accept any short load charges for 4000 gallons or over.

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- 5) Guadalupe County will not pay any demurrage charges.
- 6) Include all charges in the price per gallon. Guadalupe County will not pay any additional charges (i.e., fee for pumping materials at time of delivery), unless the order is under 4000 gallons.
- 7) **MINIMUM DELIVERY REQUIREMENTS:**

Delivery of materials ordered are required within twenty-four (24) hours of order being placed, unless a later delivery time is requested. Orders placed on Friday are not required to be delivered until the following Monday, at the earliest. Delivery shall be made during routine business hours (7:30 a.m. to 4:00 p.m.).
- 8) Testing may be performed at the request of Guadalupe County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meet specifications, then the cost will be borne by the County.

TERMS AND CONDITIONS

CONFLICT OF INTEREST

No public official shall have interest in this contract in accordance with V.T.C.A., Local Government Code §171.002 and §171.003.

DISCLOSURE REQUIREMENTS

In accordance with Local Government Code §176.004, all prospective bidders **shall complete the conflict of interest questionnaire and submit it with their bid.** (The Texas Legislature passed House Bill 914 during the 2005 legislative session which requires the conflict on interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

ETHICS

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

DOCUMENTATION

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

TERMINATION FOR DEFAULT

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

FORCE MAJURE

Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the

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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.

COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable federal, state and local laws and regulations.

INVOICING

Invoices shall be sent directly to the Guadalupe County Auditor's office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must be itemized and must reference the Guadalupe County Purchase Order Number in order to be processed for payment.

PAYMENT

Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice. Payment inquiries should be directed to the Auditor's Office, Accounts Payable, 830-303-4188 ext. 370.

ASSIGNMENT OF CONTRACT

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

SILENCE OF SPECIFICATION

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

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.

COST DISCUSSIONS

Prior to the public opening, all bids will remain sealed at the County. During this period, any discussion by any Vendor 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

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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.

TIE BIDS

In the event of a tie bid, the award will be determined by the Commissioner's Court or by drawing lots.

WAIVER OF SUBROGATION

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

SUSPENSION, DEBARMENT, AND TERRORISM

Vendor certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any Federal, State or Local Government Entity and that Vendor is in compliance with the State of Texas Statutes and Rules relating to Procurement and that Vendor is not listed on the Federal Government's Terrorism Watch list in Executive order 13224.

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 County Road Administrator, Mark Green, at 830-379-9721.

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.

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BID SUBMISSION FORM**

I, _____, representing the firm of _____, do hereby agree to supply Liquid Asphaltic Materials to Guadalupe County, for the period between July 1, 2014 and June 30, 2015, as per the attached bid specifications. Inclusive, in accordance with the requirements set forth in the bid specifications. My bid prices shall include any and all charges in the price per gallon as follows:

PRICE PER GALLON

PICK-UP DELIVERED

HFRS-2 HIGH FLOAT EMULSION **165° (± 10°)**

CRS-2 **165° (± 10°)**

AEP EMULSION – WATER SOLUBLE 24 HOUR CURE TIME

AC-5 ASPHALT CEMENT **300° (± 10°)**

AC-10 ASPHALT CEMENT **300° (± 10°)**

SSI - WATER SOLUBLE

Please quote prices for products delivered to Guadalupe County as well as for product picked up from your location in our truck.

I am aware of the fact that the amount designated as the "Bid price per gallon" cannot be changed during the term of this contract.

Signature of individual representing bidding firm

Date

Printed name of bidding firm

Name of Salesman _____

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**GUADALUPE COUNTY
LIQUID ASPHALT MATERIALS CONTRACT**

ANNUAL CONTRACT

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The County reserves the right to accept or reject any bids submitted, and to waive any technicalities in the best interest of the County.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Bid: _____ Date _____

Printed Name and Title of Signer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone No.: _____ Fax No.: _____

Physical location of plant where materials can be picked up: _____

The Commissioners Court of Guadalupe County, Texas does hereby agree to purchase Liquid Asphalt Materials from _____ for the period between July 1, 2014, and June 30, 2015, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, 2014.

APPROVED:

ATTEST:

LARRY JONES, COUNTY JUDGE

TERESA KIEL, COUNTY CLERK

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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 _____, 20____.

Notary Public in and for _____ County, Texas

Name of Bidder: _____

Signed by: _____

Title: _____

Date: _____

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

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.

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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

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

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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 PAGE** has been completed, signed, dated 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, notarized, and included in your bid package. (Page 11)
- ☐ The **CONFLICT OF INTEREST QUESTIONNAIRE** has been completed, signed, dated, and included in your bid package. (Page 12-13)
- ☐ The mailing envelope has been addressed to:

County Judge 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:
 - Bid number
 - Name of proposal
 - Opening date and time

**GUADALUPE COUNTY WISHES TO THANK ALL VENDORS
FOR THEIR INTEREST AND PARTICIPATION.**