

**GUADALUPE COUNTY INVITATION FOR BIDS  
CONCRETE**



**OPENING DATE: 2 PM – THURSDAY, JUNE 2, 2016**

**BID NUMBER 16-3610**

**SEALED BIDS, SUBJECT TO THE BID DOCUMENTS HERETO ATTACHED, FOR CONCRETE, 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, 2016 – JUNE 30, 2017**

**VENDOR IDENTIFICATION**

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Legal Name of Contracting Company

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Federal I.D. # (Company or Corporation)

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Social Security # (Individual)

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Telephone Number

---

Email Address (*Notifications will be sent to this email address*)

---

Contact Person

---

Title

---

Complete Mailing Address

---

City & State

---

Zip

---

Complete Street Address

---

City & State

---

Zip

## **BID SUBMISSIONS**

**VENDOR INSTRUCTIONS:** Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

### **DEADLINE**

Bids must be received in the County Judge's office prior to **2:00 pm on Thursday, June 2, 2016**. 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 Bids, original and one (1) copy, must be in a sealed envelope clearly marked with "CONCRETE", "BID NUMBER 16-3610", and "June 2, 2016 at 2 PM" 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 Kyle Kutscher, 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 11), the Contract page (page 12), the Affidavit (page 13), and the Conflict of Interest Questionnaire (page 14 and page 15). 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 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

This contract is for the period from July 1, 2016 through June 30, 2017.

### LOCAL PREFERENCE

In accordance with Local Government Code §271.905, if a local government receives one or more bids from a bidder whose principal 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 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 or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the bid expressly states otherwise, this period shall be until the end of the contract per the bid document. Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

### 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 **Concrete**. 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 **Concrete**.

### EVALUATION CRITERIA

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

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

### CONTRACT

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

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.

### 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

Guadalupe County is requesting bids for **concrete** for the Road & Bridge Department.

### BID ITEMS

The items bid are 2,000 PSI; 2,500 PSI; 3,000 PSI; 5-sack grout; 6-sack grout concrete, flowable fill.

### DELIVERIES

Deliveries must be made within twenty-four (24) hours after an order is placed. Concrete will be delivered to locations throughout Guadalupe County. 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 its option, to either recover from the vendor as liquidated damages or offset against the price due for concrete subsequently supplied by the vendor any amount by which the cost of such substituted concrete exceeds the contract price which would have been applicable, together with the cost of any incidental expenses reasonably incurred by the County in making such substituted purchase(s) and the amount of any consequential damages allowed by law.

The bids for the various product types are being solicited in four categories as follows:

- 1) Delivered by your trucks to Area 1;
- 2) Delivered by your trucks to Area 2;
- 3) Delivered by your trucks to Area 3;
- 4) Delivered by your trucks to Area 4.

The County (for bid purposes only) is divided into four areas, "1", "2", "3" and "4". The east-west dividing line begins at the eastern most part of the county on Interstate 10 and goes west, to the western most part of the county. The north-south dividing line begins at the northern most part of the county on State Highway 123 and goes south, to the southern most part of the county. The northwest quadrant is Area 1, the northeast quadrant is Area 2, the southwest quadrant is Area 3 and the southeast quadrant is Area 4.

Please see attached map at the end of this document.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and County's rights and obligations with respect to that order to the same extent as if the

order were completed during the contract's effective period.

#### **TERM OF CONTRACT**

Successful vendor(s) will be awarded a twelve (12) month contract. 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. BID PRICES SHALL REMAIN FIXED THROUGHOUT THE DURATION OF THIS CONTRACT.

#### **QUANTITIES**

Exact quantities of each type of concrete to be purchased under this contract are not known.

#### **CONCRETE SPILLS**

Extreme care must be taken by the contractor to avoid concrete spills. The truck must be attended at all times during off loading. Any costs incurred as a result of concrete spills due to negligence on the part of the contractor, its agents or employees, or due to equipment malfunction, will be borne by the contractor and may be grounds for termination of the contract, at Guadalupe County's option.

#### **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 & Bridge Department. Failure of the vendor to maintain such a file, will be cause to reject any bid applying thereto.

### **TERMS AND CONDITIONS**

#### **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.

**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. A conflict of interest questionnaire shall be filled out in accordance with Local Government Code §176.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interests disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted with the bid submission.

#### **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

#### Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016; [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

#### 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.

#### DOCUMENTATION

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

#### TERMINATION FOR DEFAULT

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

#### FORCE MAJURE

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

#### CANCELLATION OF CONTRACT

Either party may terminate this contract with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to 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.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Guadalupe County, Texas.

#### 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
- Description of item(s) shipped, including product code number, quantities, number of containers and package number, if any
- Signature of County employee accepting 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, 830-303-4188 ext. 1229.

#### 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 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.

#### 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 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.

#### 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.

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.**

**GUADALUPE COUNTY INVITATION FOR BIDS  
CONCRETE**

**BID SUBMISSION FORM**

I, the undersigned, do hereby submit a bid to supply Concrete to Guadalupe County for the period beginning July 1, 2016 and ending June 30, 2017, as per the attached bid specifications:

<u>PRODUCT BID</u>	<u>Delivered Area 1 Price Per Yard</u>	<u>Delivered Area 2 Price Per Yard</u>	<u>Delivered Area 3 Price Per Yard</u>	<u>Delivered Area 4 Price Per Yard</u>
Flowable Fill	\$_____	\$_____	\$_____	\$_____
2,000 PSI	\$_____	\$_____	\$_____	\$_____
2,500 PSI	\$_____	\$_____	\$_____	\$_____
3,000 PSI	\$_____	\$_____	\$_____	\$_____
5 SACK GROUT	\$_____	\$_____	\$_____	\$_____
6 SACK GROUT	\$_____	\$_____	\$_____	\$_____

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

**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.

\_\_\_\_\_  
Printed name of individual authorized to represent bidding firm

\_\_\_\_\_  
Signature of individual authorized to represent bidding firm

\_\_\_\_\_  
Name of bidding firm

\_\_\_\_\_  
Title of individual authorized to represent bidding firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of bidding firm

BID NO. 16-3610

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**GUADALUPE COUNTY INVITATION FOR BIDS  
CONCRETE**

**ANNUAL CONTRACT**

The undersigned agrees, if this bid is accepted, to provide concrete 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 concrete with \_\_\_\_\_ for the period between July 1, 2016, and June 30, 2017 in accordance with the requirements set forth in the bid specifications.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED:

ATTEST:

\_\_\_\_\_  
KYLE KUTSCHER, COUNTY JUDGE

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

**GUADALUPE COUNTY INVITATION FOR BIDS  
CONCRETE**

**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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**GUADALUPE COUNTY INVITATION FOR BIDS  
CONCRETE**

**GUADALUPE COUNTY**

**IMPORTANT**

**BIDDER'S / PROPOSER'S CHECKLIST**

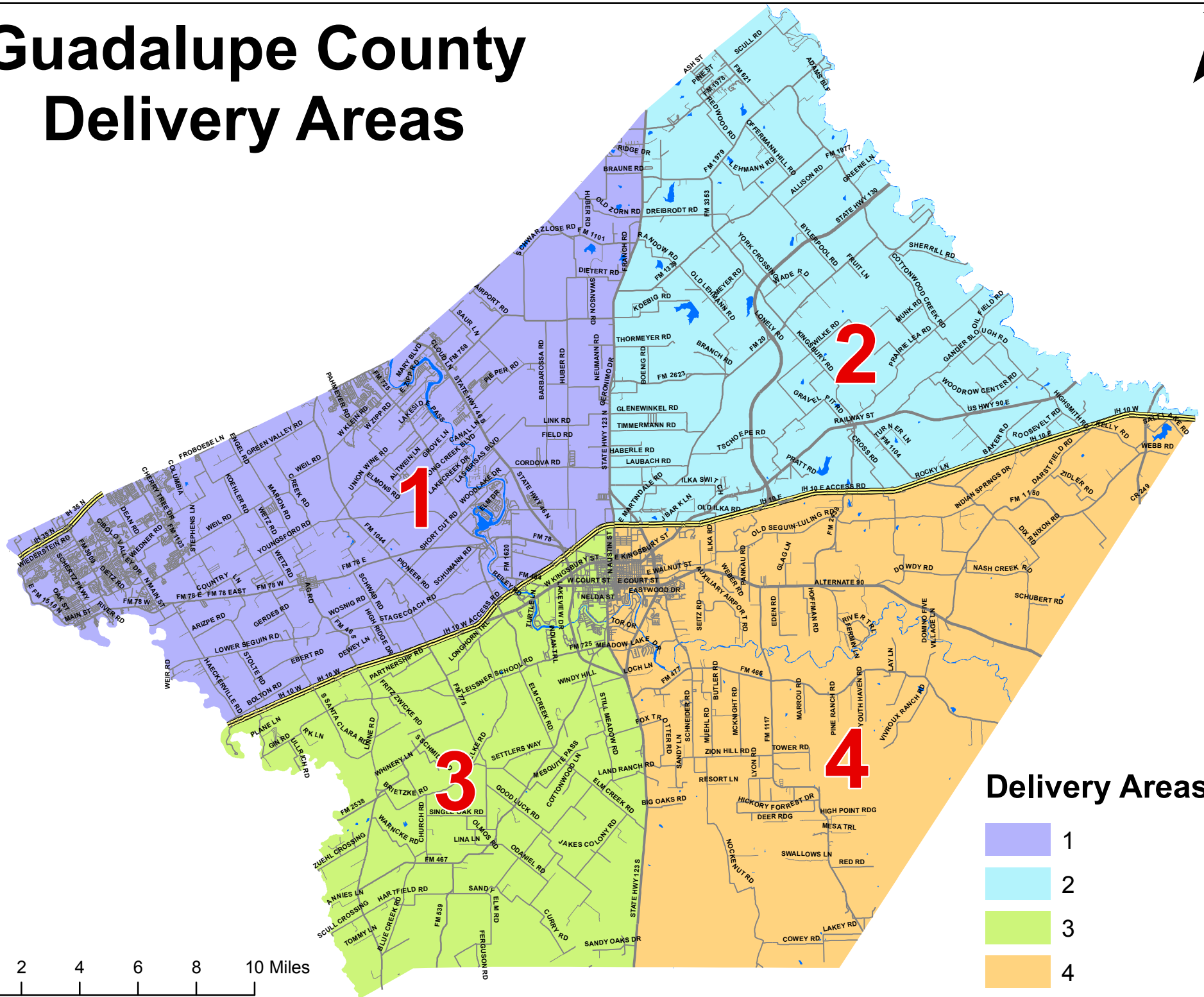
Check off each of the following as the necessary action is completed.





- ☐ 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 11).
- ☐ The **CONTRACT** with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 12)
- ☐ The **AFFIDAVIT** signed and notarized and included in your bid package. (Page 13)
- ☐ The **W-9** has been completed and included in your bid package.
- ☐ The **CONFLICT OF INTEREST QUESTIONNAIRE** has been completed, signed, dated and included in your bid package. (Page 14-15)
- ☐ The mailing envelope has been addressed to:  
  
County Judge Kyle Kutscher  
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 or number
  - B. Name of the bid
  - C. Opening date

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



N



	1
	2
	3
	4

0      2      4      6      8      10 Miles

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	<b>Guadalupe County Auditor's Office</b> <b>307 W. Court St. Suite 205</b> <b>Sequin, TX 78155</b>
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

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### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**