



**Bid Documents for**

**OIL, LUBRICANTS AND  
TRANSMISSION FLUIDS FOR THE  
COMAL COUNTY ROAD DEPARTMENT**

**Comal County, Texas**

**BID # 040-2011-132**

## COMAL COUNTY INVITATION TO BID COVER SHEET

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT BID DATES:

<b>DUE DATE:</b>	<b>OCTOBER 11, 2011 AT 11:00 A.M., LOCAL TIME</b>
<b>OPENING DATE:</b>	<b>OCTOBER 11, 2011 AT 2:00 P.M., LOCAL TIME</b>
<b>AWARD DATE:</b>	<b>OCTOBER 20, 2011</b>

**Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.**

RETURN OFFER TO:

(FED-EX/UPS/HAND DELIVERY)

RAMONA WOMACK, CPPB  
COUNTY PURCHASING DIRECTOR  
1297 CHURCH HILL DR.  
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Bid" response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

**It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer.** All Addenda shall be submitted to all known bidders/offerors and shall be posted on the Comal County Purchasing Website [http://www.co.comal.tx.us/PUR\\_BIDS.htm](http://www.co.comal.tx.us/PUR_BIDS.htm). Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPB  
County Purchasing Director  
Comal County  
1297 Church Hill Dr.  
New Braunfels, Texas 78130

**I.**  
**COMAL COUNTY**  
**OFFEROR CERTIFICATION**  
**(PLEASE PRINT)**

\_\_\_\_\_  
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 CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

**CERTIFICATION**

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Title

**II.**  
**TERMS & CONDITIONS**

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and \_\_\_\_\_ (hereinafter referred to as "Vendor" or "Offeror"), hereby agree upon the following terms and conditions.

1.1. Bids are solicited for Oils, Lubricants, and Transmission Fluids for the Comal County Road Department as outlined in the specifications in this Invitation for Bid (IFB).

1.2. Complete IFB's shall be received in the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 11:00 A.M. on October 11, 2011. IFB's will be opened at 2:00 P.M. on October 11, 2011 in the Comal County Purchasing Office. IFB's will be awarded October 20, 2011, in Comal County Commissioners Court (hereinafter referred to as "Commissioners Court"). Commissioners Court begins at 8:15 A.M.

IFB's which are received after the specified time and date, will be returned to the Offeror unopened in accordance with state law. IFB's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of IFB or IFB materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed IFB's shall be enclosed in an additional envelope clearly identified on outside as a IFB to County with Offeror's name and address, IFB name, and IFB date and time. It is the sole responsibility of the Offeror to ensure timely delivery of IFB. The IFB is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at (830)643-5850 to see if your response has been received.

**NOTE:** The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of IFB's.

1.3. Please return the IFB package in a sealed envelope, marked with IFB title, IFB number and opening date.

1.4. IFB's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, IFB's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Department and approval of Commissioners Court. All IFB's become the property of the County and will not be returned to the Offeror.

1.5. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this IFB.

1.6. **TERM OF CONTRACT:** Offeror will furnish the required services and products at the price quoted and commission offered, and will not raise the prices for the 12 (twelve) month contract period, October 20, 2011 to October 19, 2012. The contract amount will remain the same as the accepted IFB amount throughout the contract period.

1.7. **OPTION TO RENEW:** This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a

OILS, LUBRICANTS AND TRANSMISSION FLUIDS FOR THE COMAL COUNTY ROAD DEPARTMENT

Modification/Supplemental Agreement, to be issued not sooner than thirty (30) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in writing of both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in twelve (12) month increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

1.8. The County reserves the right to accept or reject in part or in whole any IFB's submitted and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

1.9. Invoices shall be sent directly to the Comal County Auditor, 150 North Seguin, Suite 201, New Braunfels, Texas 78130. Payments will be processed after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered. The County may elect to pay invoices with procurement cards.

1.10. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies/services, which are unsatisfactory. County may give Vendor 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.

1.11. Quantities indicated in the IFB are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the IFB price.

1.12. All bids inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by the County.

1.13. Prices bid shall reflect the full Specifications/Statement of Work as defined per the IFB documents, inclusive of all associated costs for insurance, overhead, profit and bonding, if required and so identified.

Vendor must include all incidental costs in his pricing. The County will not provide or allow for parking or travel reimbursements for the vendor's employees. Vendor's offices, administration and/or place of business will not be on the County premises and will be the vendor's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to the County, resulting from this IFB, shall be and remain employees of the Vendor, not the County. It is understood and agreed that the vendor is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the vendor's employees and or equipment during the course of the Contract.

This IFB in no manner obligates the County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be included in this IFB, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of the County and may be terminated at any time prior to the signing of a Contract.

The County will not be liable for any costs incurred by the vendor in preparing a response to this IFB. The County makes no guarantee that any goods and/or services will be purchased as a result of this IFB, and reserves the right to reject any and all IFB's. All IFB's and their accompanying documentation will become the property of the County.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

1.14. ETHICAL CONDUCT: The vendor shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of the County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The vendor affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.15. The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court. Upon the failure of Commissioners Court to so appropriate in any year, vendor may elect to terminate this agreement, with no additional liability to the County. County and vendor agree that termination shall be vendor's sole remedy under this circumstance.

1.16. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror 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;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

Comal County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.17. If the IFB is accepted and approved by Commissioners Court then this IFB becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change arising.

1.18. The Vendor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

1.19. Payment shall not constitute an acceptance of the item(s) contained in this IFB, nor impair the County's right to inspect any of its remedies.

1.20. The price to be paid by the County shall be that contained in the Bid Specification/Bid Form, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.21. County reserves the right to select evaluation methods deemed most appropriate. Each IFB will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.22. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article or material shall be understood as descriptive, not restrictive.

1.23. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.24. The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be

OILS, LUBRICANTS AND TRANSMISSION FLUIDS FOR THE COMAL COUNTY ROAD DEPARTMENT

covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of the County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. The Offeror shall provide Material Safety Data Sheets for any products, materials, chemicals that will be delivered to the County.

1.25. All insurance requirements, including Worker's Compensation, General Liability, and all applicable insurance as outlined in Texas State Statutes, shall be met prior to any delivery or services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

1.26. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

1.27. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

1.28. This IFB, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by Comal County Commissioners Court shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.29. The vendor shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description,

including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of vendor's officers, agents or employees.

1.30. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.31. This Contract shall not be assignable by the vendor without prior written consent of the County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.32. If the vendor defaults in the performance of this contract or materially breaches any of its provisions County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

1.33. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

COMAL COUNTY BID #040-2011-132  
OILS, LUBRICANTS AND TRANSMISSION FLUIDS FOR THE COMAL COUNTY ROAD DEPARTMENT

For the COUNTY:

For the VENDOR:

Comal County, Texas  
C/O County Judge  
150 N. Seguin  
New Braunfels, Texas 78130  
With Copy to Purchasing Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax (\_\_\_\_)\_\_\_\_\_

Comal County Purchasing Agent  
150 N. Seguin  
New Braunfels, TX 78130

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.34. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

**III. BID SPECIFICATIONS/BID FORM**

Pricing shall be inclusive of any freight/fees to the Comal County Road Department, 195 David Jonas Dr., New Braunfels, TX 78130.

ITEM #	EST. QTY	UOM	DESCRIPTION	UNIT PRICE \$	EXTENDED PRICE \$
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**1 SAE GRADE 5W30 ENGINE OIL, FULL SYNTHETIC**  
 For crankcase lubrication of gasoline powered automobiles. Shall comply with American Petroleum Institute (API) service categories SL, SJ, ILSAC spec GF3.

**35 Drum Engine Oil SAE Grade 5W30 \$\_\_\_\_\_ gal \$\_\_\_\_\_**  
**Full Synthetic**  
**1925 Gallons in 55 Gallon Drums**

**Brand Name/Product # \_\_\_\_\_**

*\* I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. \_\_\_\_\_ (initial here).*

**2 SAE GRADE 5W40 ENGINE OIL, FULL SYNTHETIC**  
 For crankcase lubrication of four cycle, diesel, or gasoline-powered tractors, trucks, automobiles, and construction equipment. Shall comply with the requirements of the American Petroleum Institute (API) service categories CJ-4/SG and ACEA A3/B3/E3/E5

**25 Drum Engine Oil SAE Grade 15W40 \$\_\_\_\_\_ gal \$\_\_\_\_\_**  
**Full Synthetic**  
**1375 Gallons in 55 Gallon Drums**

**Brand Name/Product # \_\_\_\_\_**

*\* I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. \_\_\_\_\_ (initial here).*

**3 AUTOMATIC TRANSMISSION FLUID, FULL SYNTHETIC**  
 Synthetic ATF shall comply with all requirements for Dexron III, Mercon V and Allison C-4 and Toyota I-1V, WS.

**8 Drum Automatic Transmission Fluid \$\_\_\_\_\_ gal \$\_\_\_\_\_**  
**Full Synthetic**  
**440 Gallons in 55 Gallon Drums**

**Brand Name/Product # \_\_\_\_\_**

*\* I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. \_\_\_\_\_ (initial here).*



**III. BID SPECIFICATIONS/BID FORM**

<b>ITEM #</b>	<b>EST. QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED PRICE \$</b>
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**4 SAE GRADE 50 TRANSMISSION GEAR OIL, FULL SYNTHETIC**  
Synthetic Gear Oil shall comply with American Petroleum Institute (API) service category API MT-1

**5 Pail Transmission Gear Oil SAE 50 \$ \_\_\_\_\_ gal \$ \_\_\_\_\_**  
**Full Synthetic**  
**25 Gallons in 5 Gallon Pails**

**Brand Name/Product # \_\_\_\_\_**  
*\* I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. \_\_\_\_\_ (initial here).*

**5 SAE GRADE 80W140 OR SAE 75W140 GEAR OIL, FULL SYNTHETIC**  
Synthetic gear oil shall comply with American Petroleum Institute API service classifications GL-5, and MT-1, Specify which product is being bid.

**6 Drum Gear Oil SAE 80W140 or SAE 75W140 \$ \_\_\_\_\_ gal \$ \_\_\_\_\_**  
**Full Synthetic**  
**330 Gallons in 55 Gallon Drums**

**Brand Name/Product # \_\_\_\_\_**  
*\* I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. \_\_\_\_\_ (initial here).*

**6 AUTOMATIC TRANSMISSION FLUID, ATF +4**  
ATF +4 shall comply with all requirements for Chrysler and Dodge ATF + for use in their transmissions.

**48 Quarts ATF +4 Automatic Transmission Fluid \$ \_\_\_\_\_ qt. \$ \_\_\_\_\_**  
**Quart Container Only**

**Brand Name/Product # \_\_\_\_\_**



**III. BID SPECIFICATIONS/BID FORM**

<b>ITEM #</b>	<b>EST. QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED PRICE \$</b>
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**7 AUTOMATIC TRANSMISSION FLUID "SP"**  
ATF "SP" for use in Ford heavy duty transmissions specifying Type SP fluid as required by Ford Motor Company.

**120** Quarts Automatic Transmission Fluid SP \$\_\_\_\_\_ qt. \$\_\_\_\_\_  
Quart Container Only

Brand Name/Product # \_\_\_\_\_

**8 AUTOMATIC TRANSMISSION FLUID "LV"**  
ATF "LV" for use in Ford transmissions specifying Type LV fluid as required by Ford Motor Company.

**360** Quarts Automatic Transmission Fluid LV \$\_\_\_\_\_ qt. \$\_\_\_\_\_  
Quart Container Only

Brand Name/Product # \_\_\_\_\_

**9 GREASE EXTREME DUTY, SYNTHETIC BLEND, MULTIPURPOSE NLGI #2**  
This grease shall be an Extreme Pressure, High Temperature, Water resistant, molybdenum and graphite blended #2 Extreme duty grease. Shall meet or exceed Mil Spec. MIL-G-23549C, MIL-G-2345C

**6** Cases Grease #2EP \$\_\_\_\_\_ tube \$\_\_\_\_\_  
432 Tubes in Cases of 72

Brand Name/Product # \_\_\_\_\_



**III. BID SPECIFICATIONS/BID FORM**

<b>ITEM #</b>	<b>EST. QTY</b>	<b>UOM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED PRICE \$</b>
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**10 AW68 HYDRAULIC OIL**  
This hydraulic oil must meet or exceed Eaton/ Vickers specification 1286S MS2950S for use in various hydraulic pumps and drive motors.

**4 Drum AW68 Hydraulic Oil** \$ \_\_\_\_\_ gal \$ \_\_\_\_\_  
**220 Gallons in 55 Gallon Drums**

**Brand Name/Product #** \_\_\_\_\_

**11 TRACTOR OIL**  
This hydraulic oil must meet or exceed the following specifications: American Petroleum Industry (API) GL4, New Holland M2C134A/B/C/D, Cat TO2, John Deere J20 A/C, Allison C3,C4. For use in drive axles and transmission on construction equipment and tractors.

**4 Drum Tractor Oil** \$ \_\_\_\_\_ gal \$ \_\_\_\_\_  
**220 Gallons in 55 Gallon Drums**

**Brand Name/Product #** \_\_\_\_\_

**12 AW68, 35KV, CONDUCTIVE RESISTANT HYDRAULIC OIL**  
This hydraulic oil must meet or exceed the following specifications: 1286S MS2950S for use in various hydraulic pumps and drive motors used on Utility Man lifts where a low electrical conductive oil of 35KV is specified.

**6 Pail Tractor Oil** \$ \_\_\_\_\_ gal \$ \_\_\_\_\_  
**30 Gallons in 5 Gallon Pails**

**Brand Name/Product #** \_\_\_\_\_

**IV.  
CONTRACT**

**STATE OF TEXAS  
COUNTY OF COMAL COUNTY**

WHEREAS, The attached IFB package including the **Cover Sheet, Instructions, Specifications, and IFB Sheet(s)** for the item(s) being published for competitive IFB, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on \_\_\_\_\_, 20\_\_\_\_ award a contract to \_\_\_\_\_, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached IFB package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, a political subdivision of the State of Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

**WITNESSETH**

THAT IN ACCORDANCE with the above attached IFB package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said IFB package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and supplies/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

**Prior Agreements Superseded**

This Contract, with the entire IFB package incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: \_\_\_\_\_  
AUTHORIZED AGENT

BY: \_\_\_\_\_  
PURCHASING AGENT

**\*\*\*\*Failure to sign the Contract page(s) may disqualify the IFB from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.\*\*\***

**V.**  
**COMAL COUNTY**  
**BIDDER/OFFEROR'S AFFIRMATION**

*This sheet must be completed, signed, and returned by Bidder/Offeror*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Bidder/Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:  
**(Please check all that are applicable)**

\_\_\_\_\_ Does not own taxable property in Comal County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

\*\*\*\*\*  
If any additional information is required regarding these requirements, please contact the Comal County Purchasing Department PRIOR to execution.  
\*\*\*\*\*

Bidder/Offeror Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

**Corporate Vendors Shall Furnish the Following Information:**

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_

**VI.**  
**VENDOR REFERENCE INFORMATION SHEET**  
**(PLEASE PRINT)**

VENDOR FIRM/BIDDER:

\_\_\_\_\_

By: \_\_\_\_\_  
AUTHORIZED AGENT TITLE

ADDRESS: \_\_\_\_\_  
STREET ADDRESS AND /OR P.O. BOX NO.

\_\_\_\_\_  
CITY STATE ZIP CODE

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**REFERENCES**

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

3. CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

**VII.  
 CONFLICT OF INTREST QUESTIONNAIRE**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p>For vendor or other person doing business with local governmental entity</p>		<p><b>FORM CIQ</b></p>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p>	
<p><b>1</b> Name of person doing business with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b></p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>		
<p><b>4</b> Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>		

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**Page 2**

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business 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 Describe any other affiliation or business relationship that might cause a conflict of interest.**

**7**

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

\_\_\_\_\_  
Date

**VIII.  
STATEMENT OF NO OFFER**

**If Offeror is not bidding on the goods and/or services as stated in this IFB, please complete and return this form to: Comal County Courthouse, Purchasing Department, 150 N. Seguin, New Braunfels, TX 78130.**

\*\*\*\*\*

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

The above has declined to submit an IFB response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the IFB.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## IMPORTANT BIDDER'S CHECKLIST

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

- \_\_\_ 1. The Bid Page/Bidder Certification has been signed and is the first page.
- \_\_\_ 2. The Vendor Reference Information Sheet is complete.
- \_\_\_ 3. The contract is completed and signed.
- \_\_\_ 4. The price extensions and totals have been checked, if applicable.
- \_\_\_ 5. Any required drawings or descriptive literature have been included.
- \_\_\_ 6. If required, the amount of the bid surety has been checked, and the surety has been included.
- \_\_\_ 7. Any addendums have been signed and are included.
- \_\_\_ 8. Conflict of Interest Questionnaire has been signed.
- \_\_\_ 9. Bidders/Offeror's Affirmation Page has been completed and included.
- \_\_\_ 10. The mailing envelope has been addressed to:

(FED-EX/UPS/HAND DELIVERY)

**RAMONA WOMACK, CPPB  
COUNTY PURCHASING DIRECTOR  
1297 CHURCH HILL DR.  
NEW BRAUNFELS, TEXAS 78130**

- \_\_\_ 11. The envelopes have been sealed and marked with (a label has been provided or your convenience

Bid title  
Bid number  
Opening date  
Opening Time

**COMAL COUNTY  
RETURN LABEL**

**\*\*\*\*\*LATE BIDS CAN NOT BE ACCEPTED\*\*\*\*\***

<b><u>SEALED INVITATION TO BID</u></b>	
<b>ITB#:</b>	040-2011-132
<b>DUE DATE &amp; TIME:</b>	<b>OCTOBER 11, 2011, 11:00 A.M.</b>
<b>OPENING DATE &amp; TIME:</b>	<b>OCTOBER 11, 2011, 2:00 P.M.</b>
<b>ITB DESCRIPTION:</b>	OIL, LUBRICANTS AND TRANSMISSION FLUIDS FOR THE COMAL COUNTY ROAD DEAPRTMENT
<b><i>DATED MATERIAL – DELIVER IMMEDIATELY</i></b>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE  
OUTER MOST ENVELOPE OF YOUR RESPONSE

**\*\*\*\*\*LATE BIDS CAN NOT BE ACCEPTED\*\*\*\*\***