



CITY OF KINGSVILLE

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR

ANNUAL BID FOR HMAC ASPHALT OVERLAY SERVICES

BID # 24-06

CLOSING DATE:

TUESDAY, February 27, 2024

2:00PM

PROPOSAL OF BIDDERS

The following bid is made for furnishing the LABOR AND EQUIPMENT/services for the City of Kingsville, Texas.

The undersigned declares that the amount and nature of the labor and equipment/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items on, F.O.B. Kingsville, Texas, freight pre-paid at the unit prices bid herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract document that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidders, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

HMAC ASPHALT OVERLAY SERVICES

24-06

Respectfully Submitted,

PLEASE SUBMIT A COPY OF YOUR COMPANY'S W-9

SIGNATURE

DATE

PRINTED NAME TITLE

COMPANY NAME CONTACT PERSON (Must have knowledge of bid)

BILLING ADDRESS STREET CITY STATE ZIP

MAILING ADDRESS STREET CITY STATE ZIP

PHONE NUMBER (metro/toll free) FAX NUMBER E-MAIL ADDRESS

NO BID: If response is not received in the form of a "Bid" or "No Bid," No bidders will not be removed from bid list unless indicated below. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

No bids may be faxed to: 361-595-8035

NOTICE TO BIDDERS

Sealed bids will be received by the City of Kingsville, Texas, at the office of Charlie Sosa, Purchasing Manager, City Hall Building, 400 W. King, Kingsville, Texas 78363 or **via mail**, until the hour on **2:00 pm on the 27th day of February 2024**; at which time bids duly delivered and submitted will be considered for supplying the following:

ANNUAL CONTRACT FOR HMAC ASPHALT OVERLAY SERVICES BID 24-06

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Manager, the bidder shall be responsible for actual delivery of the bid to the Purchasing Manager before the advertised date and hour for opening of bids. If mail is delayed by the postal service, courier service, of the City of Kingsville beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Information concerning the bid specifications may be obtained by calling Charlie Sosa, Purchasing Manager at 361-595-8025 or via email csosa@cityofkingsville.com.

Information on the bid process/procedures may be obtained from Charlie Sosa, Purchasing Manager, at (361) 595-8025 or via email purchasing@cityofkingsville.com.

Until the final award by the City of Kingsville, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The City of Kingsville City Hall Building is wheelchair accessible. For accommodations or sign interpretive services needed for bid openings, please contact the Purchasing Office 48 hours in advance at (361) 595-8025.

City of Kingsville, Texas

**Charlie L. Sosa
Purchasing Manager**

Publication Dates: February 8, 2024 & February 15, 2024

Closing Date: Tuesday, February 27, 2024 @ 2:00 PM

GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to the City's website: <http://cityofkingsville.com/purchasing>

ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidders may not assign their rights and duties under an award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in the event of default by their assignee.

BID CONSIDERATION / TABULATION

After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the City reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidders and of the bidders' goods or services;
- The quality of the bidders' goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidders' past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the bidders' goods or services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

BID SUBMISSION

Bids may be submitted in person, or by mail.

- Submit bids via mail to 400 West King Ave, Kingsville, TX 78363.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 3, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the bidders clearly indicate in their bids that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice with good cause.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidders must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the bid at the City’s option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor’s bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidders, the City of Kingsville may procure the articles/services from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery of goods or services by the date indicated. If order is given and the bidder fails to furnish the labor and equipment or services by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Kingsville, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Kingsville considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Kingsville, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule.

INDEMNIFICATION

In case any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the Vendor shall indemnify and save harmless the City and its officers and agents, and elected officials from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the Vendor/Contractor

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Kingsville supports a recycling program. Recycled materials are acceptable and will be considered for an award. The city desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycled materials used in the manufacture of the material/product. The city will determine the acceptability of the materials/products bid as an alternate.

The City will consider special vendor pricing on discounts in exchange for the City's willingness to participate in new product testing or promotion including ability of Vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the bid.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Kingsville. As such, the City of Kingsville has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful Vendor may be asked to provide products/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

The Vendor agrees it does not now, nor will it during the term of this agreement (should it be awarded the bid) boycott Israel.

For purposes of this document, the terms Bidder, Vendor, and Contractor are to all mean the company, corporation, firm, partnership, or individual authorized to submit and abide by this contract document.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Kingsville to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the Vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

PROVISIONAL CLAUSES

The City of Kingsville will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified, and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the bidders.
- Reasonable grounds for believing that any Bidders is interested in more than one Proposal for the work contemplated.
- The bidders being interested in any litigation against the City.
- The bidders being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Manager and received by the city prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The city cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidders' s attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

SPECIAL CONDITIONS

1. Term of this bid shall be for a period of two (2) years; with two (2) additional two-year renewal options, same terms and conditions, if agreed upon by both parties.
2. The City of Kingsville, at its discretion, reserves the right to supply materials to complete certain jobs.
3. Quantities as shown on the Proposal Schedule are estimates. The City of Kingsville reserves the right to increase or decrease quantities/services during this agreement based upon usage.
4. The City of Kingsville reserves the right to cancel this contract upon 30 days written notice with good cause.
5. Vendors' trucks shall be radio/phone dispatched or have access to a beeper at all times to ensure communication can be made for problems that arise.
6. **Contractor will be required to file for and maintain an Annual Construction Permit with the City's Building Inspection Department.**
7. **Insurance Affidavit must be submitted with this bid package.**
8. Purchase orders will be issued for each service request. Each Purchase Order must be referenced on the invoice as well as the name of the city employee requesting the service and job location.
9. This price agreement will be awarded to one vendor as primary and another vendor as secondary.
10. Due to heightened security levels after 9-11 the City of Kingsville would prefer, if awarded the bid, documentation of your company's background screening of your employees.
11. **Invoices must be detailed – charges must be itemized and quantity of hours per person must be detailed.**
12. Please include with your bid response a copy of all employee licenses and certifications for your employees who will provide services on this contract.

TAXES AND INSURANCE:

The Vendor shall be held to have studied all tax laws for the jurisdiction in which the work is being done and shall pay all the taxes for which he/she may be liable as a consumer or user of goods, or otherwise, without addition to the contract price.

In addition to the general obligations and responsibilities for insurance and protection set out in the General Conditions of Agreement, the Vendor shall comply with the following provisions.

- The Vendor acknowledges that he/she has qualified and will make all payments under the terms of the Unemployment Compensation Law to the State in which the work is performed.
- **Winning Vendor shall submit certificates of insurance with this bid package indicating the insurance is in effect for themselves and all Sub-Contractors, together with a statement that the insurance companies will not cancel or change the policies without first giving the City thirty (30) days' notice in writing.**

The Vendor shall also comply with all Federal, State and Local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc., and shall pay all taxes, levies or assessments for which he/she may be liable.

TAX EXEMPT PURCHASING BY VENDOR

Texas Tax Code 151.311, which is copied below, **allows a vendor to purchase many items exempt from state and local sales taxes in the performance of their contract with the City.** Vendors who respond to this Request For Proposal will be expected to take advantage of this tax exemption as allowed by state law. Vendors should take the initiative to verify the tax exempt details with the State of Texas Comptroller's Office, but here are a few stipulations from them:

- All products purchased to perform on the contract must be used on the contract. For example, a vendor cannot purchase 100 pieces of lumber for our contract and use some of them for another taxable client.
- The rental of items such as scaffolding, barricades, or rental equipment is not exempt from taxes.

It is our understanding that Vendors can provide their suppliers with a completed Texas Sales And Use Resale Certificate (<http://www.window.state.tx.us/taxinfo/taxforms/01-3392.pdf>) to receive this exemption. You may contact the State of Texas Comptroller's Office for details, and their contact information can be found at <http://www.window.state.tx.us/contact.html>. **Vendors who respond to this RFP are expected to pass this tax savings along to the City. No exempt state and local sales taxes will be paid to the winning Vendor.**

§ 151.311. TAXABLE ITEMS INCORPORATED INTO OR USED FOR IMPROVEMENT OF REALTY OF AN EXEMPT ENTITY.

(a) The purchase of tangible personal property for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is incorporated into realty in the performance of the contract.

(b) The purchase of tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is:

- (1) necessary and essential for the performance of the contract; and**
- (2) completely consumed at the job site.**

(c) The purchase of a taxable service for use in the performance of a contract for an improvement to realty that is performed for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the service is performed at the job site and if:

- (1) the contract expressly requires the specific service to be provided or purchased by the person performing the contract; or**
- (2) the service is integral to the performance of the contract.**

(d) For purposes of this section, tangible personal property is completely consumed if after being used once for its intended purpose it is used up or destroyed. Tangible personal property that is rented or leased for use in the performance of the contract cannot be completely consumed for purposes of this section.

INSURANCE:

The Vendor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself/herself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the Vendor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him/her of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the City prior to starting any work for the City on this Contract. The certificate shall state that 30 days advance written notice will be given to the City before the policy covered thereby is changed or canceled.

The Vendor shall comply with all Federal, State, and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

1. **Commercial General Liability:** \$1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products-Completed Operations Aggregate. This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
3. **Worker's Compensation and Employers' Liability:** *Statutory.*

Other Insurance Provisions

12. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:
City of Kingsville
Purchasing Department: Charlie Sosa
P. O. Box 1458
Kingsville, Texas 78364
6. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

Cancellation Policy must read as follows:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days' written notice to the certificate holder named to the left. "

RESPONSIBILITY:

It is understood that the Vendor alone is responsible for the employment, control and conduct of Vendor's employees and for injury of such employees in the course of their employment or otherwise, or to others through the acts of neglect of such employees.

Vendor is an independent operator with the authority to control and direct the performance of the details of the work. The work contemplated herein shall meet the approval of the City of Kingsville and be subject to inspection by the City of Kingsville to secure the satisfactory completion thereof.

REFERENCES

Please list three references of governments, individuals, or companies that have used your electrical services in the last year:

1. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

PRODUCTS/SERVICES USED

2. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

PRODUCTS/SERVICES USED

3. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

PRODUCTS/SERVICES USED

SPECIFICATIONS

Compliance with or variation from the specifications must be noted on the specification sheet. All variations from the specifications must be noted on the bid form.

These specifications cover the anticipated labor/equipment to take care of miscellaneous HMAC Asphalt Laydwn repair requirements in all City R.O.W. and City owned properties, including but not limited to parks, ball fields, concession buildings, restrooms, etc. parking areas.

Check (√) indicates minimum compliance:

LABOR REQUIREMENTS:

1. Labor and equipment to overlay existing city streets and parking areas.
- _____ 2. Ability to repair/maintain all workorders provides by city
- _____ 3. Scope of each job will dictate the appropriate staffing level required for service.
- _____ 4. Time shall begin once crew arrives at work site.
- _____ 5. No minimum charge on labor or equipment.
- _____ 6. All work shall comply with Street Department Supervisor by the City of Kingsville.

EQUIPMENT REQUIREMENTS:

- _____ 1. Vendor shall own or have immediate access to a laydown machine, pneumatic roller and reliable transfer equipment to transport to various locations.
- _____ 2. Qualified supervision to perform HMAC asphalt overlay.

24-06 HMAC Asphalt Overlay Services

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City. Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

Invoices must be detailed – charges must be itemized and quantity of hours per person must be detailed

1. Labor and Equipment Charge for Square Yard Overlay HMAC \$ _____/SY

CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ (Conflict of Interest Questionnaire), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Kingsville not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Kingsville requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid. However, upon award, if a conflict arises then a Questionnaire Form must be completed and timely submitted to the City Secretary.

See Section 176.006, Local Government Code which reads "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."

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 government 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

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

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

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

Yes

No

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

Yes

No

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

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

A new law in the state of Texas went into effect on January 1, 2016, which requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City after award by the City Commission and prior to approval of the contract. More information can be found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

This form must be notarized according to state law, and submitted with your bid response.

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.

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