



# The Woodlands Township

The Woodlands, TX

## **Invitation for Bids 2022 Sports Court Fence Replacement C-2022-0010**

**SCOPE:** The Woodlands Township is requesting bids for replacement fences around the sports courts at various locations in The Woodlands, Texas

### **GENERAL SPECIFICATIONS:**

- The Woodlands Township reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the Township believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Township.
- The Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the bid, the Township reserves the right to consider the most advantageous bid thereof or to reject the bid.
- Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (example attached) with the bid submission.
- In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)
- By bidding, the Bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.
- Bidder is required to submit three (3) references of previous projects of similar or like nature.
- Bid prices shall be firm 90 days from bid opening.
- Unit prices shall remain in effect for the length of this agreement.
- Evaluation of Bid considers the following considerations: price, quality, references, delivery history, proposed delivery schedule, and vendor's experience.
- Manufacturer's specifications, when used, are to be considered informative to give the bidder information as to the type and kind requested. Proposals of any reputable manufacturer's regularly produced product of such item similar and substantially equivalent will be considered.
- Quantities required are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount.
- Alternative products may only be quoted in an additional *or alternate* bid, but not in place of the existing bid tabulation sheet.
- Bidders should carefully examine the bid documents, specifications and other documents, and fully inform themselves as to all conditions and matters that can in any way affect the work or the cost thereof. Should

a bidder find discrepancies in or omissions from specifications or other documents, or be in doubt as to their meaning, he should notify the Township at once and obtain clarification prior to submitting a bid.

- All blank spaces for bid prices must be filled in with ink or typewritten, and the bid form must be fully completed and executed when submitted. Bidder shall **complete every space** in the bidder's initials column with either the bidder's initials to acknowledge and indicate the item is being bid exactly as specified or a notation and/or description, which can be attached, to indicate any deviation of item being bid from the specifications.
- A conditional Bid may be cause for rejection.
- Late submittals will be rejected without consideration.
- Contractors are required to visit the site on their own time as needed to have an understanding of access and egress.
- Any questions about the meaning, the intent or the specifications must be inquired by the Bidder in writing by **12:00 p.m. CDST on December 6, 2022**. E-mail all questions to Michelle Betcher, [mbetcher@thewoodlandstowship-tx.gov](mailto:mbetcher@thewoodlandstowship-tx.gov). Any questions will be responded to in the form of written addenda. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of Bid Tab Page. All addendums will be posted to the same location as the Invitation for Bids on The Woodlands Township website.
- **Completed Bids, references and acknowledgement of the general specifications must be received by The Woodlands Township at Parks and Recreation Campus, 8203 Millennium Forest Drive, no later than 12:00 p.m. CDST on December 14, 2022.** Please mark outside of sealed bid packaging: "2022 Sports Court Fence Replacement C-2022-0010". Electronic bid submittals are accepted; however, such method does not ensure receipt.
- All email correspondence should be referenced "2022 Sports Court Fence Replacement C-2022-0010" in the subject line for proper tracking and to ensure inclusion in addenda.
- There will not be a public bid opening. Bid Tabulation Summaries will be shared with bidders after the Woodlands Township has reviewed and awards the bids.
- Payments will be made by The Woodlands Township within thirty (30) calendar days after invoice.

**Bid Documents Include:**

- General Specifications and Acknowledgments
- 2022 Sports Court Fence Replacement Site Visitation Form
- Reference Form
- Insurance Requirements
- Appendix A: Fence Run Drawing
- Appendix B: Conflict of Interest (CIQ) Form

## General Specifications and Acknowledgments

Bidder shall **complete every space** in the bidder acknowledgement column with initials to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs.	
2	A walk-through is required and the site visitation form shall be submitted with this bid. (Attached)	
3	State the number of calendar days for this project to be completed in the bid form.	
	<b>Working in The Woodlands</b>	
4	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. The houses are being built with the natural woodlands preserved surrounding them. No one can replace what nature has created, and to preserve this beauty The Woodlands Township expects contractor cooperation. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by the superintendent.	
	<b>Standard of Conduct</b>	
5	A "working day" is defined as any day, not legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principle units of the Work for a continuous period of not less than seven (7) hours during the twelve (12) hours between 7:00 AM and 7:00 PM. Work on Sundays is permitted upon approval of the Owner with a minimum of seven (7) days' notice. A "calendar day" is defined as any day indicated on the calendar, including Saturdays, Sundays and holidays.	
6	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	
7	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
8	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
9	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.	
10	Equipment must be well maintained and in good condition.	
11	Contractor shall complete work within 75 days of notice to proceed.	
	<b>Contractor's Responsibility</b>	
12	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction.	

13	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape or any vehicles parked at the facilities that occurred because of the contractor performed work.	
14	Contractor is responsible for the location of Right of Way and surrounding property lines to maintain that all construction will be contained wholly within The Woodlands Township's pathway easement.	
15	Contractor is responsible for maintaining perimeter safety fencing in and around the work area while project is under construction.	
16	Contractor is responsible for the legal disposal and cost of debris removal.	
17	Bidders should carefully examine the bid documents, specifications and other documents, visit the site of the work and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify The Township and obtain clarification prior to submitting a bid.	
18	The Contractor shall limit his use of the premises for work and for storage. The Contractor shall coordinate use of premises under direction of the Township's representative. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project, stored on the site.	
19	Contractor shall verify all field conditions with The Woodlands Township.	
20	All construction management and administration shall be included.	
	<b>Insurance and Taxes</b>	
21	No taxes shall be included in the bid price since The Woodlands Township is exempt from all sales tax. The Woodlands Township will provide selected vendor applicable proof of sales tax exemption.	
22	Contractor shall provide The Woodlands Township acceptable proof of insurance which meets the requirements as identified in this bid packet.	
	<b>Communication</b>	
23	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for The Woodlands Township. Additional meetings may be required between contractors selected regarding project related issues.	
	<b>Sub-contractors</b>	
24	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	
	<b>Certificate of Interested Parties &amp; Conflict of Interest Questionnaire</b>	
25	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a>  <u>In addition, be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.</u>	

	<b>Compliance with Laws</b>	
26	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	
27	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	
28	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by the Woodlands Township and can be found on the Woodlands Township website at <a href="http://www.thewoodlandstownship-tx.gov/bids.aspx">http://www.thewoodlandstownship-tx.gov/bids.aspx</a>	
	<b>Payment</b>	
29	Partial payment will be paid by The Woodlands Township within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor, less than ten percent (10%) of the amount thereof, which shall be retained until final payment.	
	<b>Qualifications</b>	
30	All components of Sports Court Replacement shall be performed by one subcontractor, with a minimum of five years' experience in the construction of Sports Court Fences. Contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
31	Contractor shall provide at least three (3) references that received similar services. The Woodlands Township reserves the right to contact any of the organizations or individuals listed. Information provided shall include: <ul style="list-style-type: none"> <li>• Client name</li> <li>• Project description</li> <li>• Project start and end dates</li> <li>• Client project manager name, telephone number and e-mail address</li> </ul>	
	<b>Warranty</b>	
32	Contractor warranties all workmanship and materials for three (3) years from final payment.	
	<b>Bonds</b>	
33	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to the Township, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	
34	Contractor is required to provide The Woodlands Township a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in	

	advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost (s).	
	<b>Approvals</b>	
35	An award of contract is subject to The Woodlands Township Board of Directors approval.	
	<b>Value Engineering</b>	
36	If necessary at the request of the Township, selected contractor will coordinate with the Township a value engineering exercise to maintain probable cost within the established budget to insure project durability and quality.	
	<b>Scope of Work</b>	
37	All construction management and administration shall be included.	
38	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during construction.	
39	<p><b>AT EACH SET OF TENNIS COURTS:</b></p> <ul style="list-style-type: none"> <li>• Each tennis court fencing unit to enclose 1 set of tennis courts (2 courts)</li> <li>• Replacement of +/- 440 linear feet of fencing at tennis court location.</li> <li>• Remove and legally dispose of all existing chain link and all rails.</li> <li>• Replace to match existing 10' high vinyl coated chain link (includes gates).</li> <li>• New chain link shall be 8-gauge finish black vinyl coated 2" diamond pattern, KK.</li> <li>• Replace top, middle and bottom rail with 1 5/8" schedule 40 pipe.</li> <li>• Bottom rails as specified above are required on all new tennis court fences.</li> <li>• All ties and fasteners (tension and brace bands, rail line clamps), to be 9 gauge and black vinyl coated.</li> <li>• Replace all tension bars with steel black vinyl coated 3/16" x 3/4" x 10'.</li> <li>• Replace all loop caps.</li> <li>• Remove and dispose of existing backboard inside tennis court.</li> <li>• Bottom of fence shall be NO MORE than 1 1/2" above finished surface of Sports court and shall also be 1/2" ABOVE tennis court fence to allow court debris to be blown off of court.</li> <li>• Replace chain link in all service or entry gates and rehang gates at each court.</li> </ul>	
40	<p><b>AT BEAR BRANCH SKATE PARK:</b></p> <ul style="list-style-type: none"> <li>• Replacement of +/- 650 LF linear feet of fencing at skate park location.</li> <li>• Remove and legally dispose of all existing chain link and all rails.</li> <li>• Replace to match existing 10' high vinyl coated chain link (includes 2 sets of gates).</li> <li>• Where needed (primarily south side of skate park, excavate dirt below fenceline to receive new 10' fence</li> <li>• New chain link shall be 8-gauge finish black vinyl coated 2" diamond pattern, KK.</li> <li>• Replace top rail with 1 5/8" schedule 40 pipe.</li> <li>• Add bottom rail with 1 5/8" schedule 40 pipe.</li> <li>• Replace 1 single entry gates . Use all industrial latch and hardware on gate.</li> <li>• Rebuild two (2) two double gates including paint, fabric and hardware.</li> <li>• Replace chain link in all service or entry gates and rehang gates at each court.</li> </ul>	
41	<b>Due to scheduling needs, FENCE PRICING (EACH FENCE PER LOCATION) MUST BE GUARANTEED BY CONTRACTOR FOR A MINIMUM PERIOD OF 180 DAYS FROM AWARD OF BID.</b>	

42	<p><b>Schedule:</b> This project includes removal and disposal of existing fencing with immediate installation of new fence to follow. Contractor shall coordinate work with The Woodlands Township.</p> <ul style="list-style-type: none"> <li>• For each set of tennis courts, contractor shall take NO MORE than 3 working days to remove existing fencing and 5 working days to install new fencing.</li> <li>• For skate park, contractor shall take NO MORE than 5 working days to remove existing fencing and 8 working days to install new fencing.</li> </ul>	
43	Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required service. No equipment, material or personnel shall be provided by The Woodlands Township to Contractor.	
44	The Woodlands Township is responsible for refinishing and repainting existing posts.	

**2022 Sports Court Fence Replacement  
C-2022-0010  
Bid Tabulation**

<b>PROJECT:</b>	
<b>FENCE FOR EACH SET OF TWO (2) TENNIS COURTS</b> Includes removal, disposal and replacement of new tennis court fencing per specifications in ITEM 39 of this bid document.	
<b>FENCE AT BEAR BRANCH SKATE PARK</b> Includes removal, disposal and replacement of new tennis court fencing per specifications in ITEM 40 of this bid document.	
<b>PAYMENT BOND – LUMP SUM</b>	
<b>TOTAL</b>	
<b>DAYS TO COMPLETE</b>	

**2022 Sports Court Fence Replacement  
C-2022-0010  
Bidder Acknowledgement**

I, \_\_\_\_\_, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

	_____ <b>Date</b>
_____ <b>Signature</b>	_____ <b>Name (please print)</b>
_____ <b>Title</b>	_____ <b>Company Name</b>
_____ <b>Address</b>	_____ <b>Phone Number</b>
_____ <b>E-mail address</b>	_____ <b>Cell Phone Number</b>

**Addendum Acknowledgement**

Please sign to indicate that you received the addenda by signing your name along with the date received.

Addenda #1 \_\_\_\_\_

Addenda #2 \_\_\_\_\_

Addenda #3 \_\_\_\_\_



## References

Please provide information from three (3) references

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

**2022 Sports Court Fence Replacement  
C-2022-0010  
Site Visitation Form**

There will no formal walkthrough of the park; however, a walk-through of the sites is required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deem unresponsive.

Courts that should be visited include:

- a. Terramont Park Tennis Courts, 240 West Tupelo Green Circle, The Woodlands, TX 77389
- b. Bear Branch Skate Park – 5310 Research Forest Drive, The Woodlands, TX 77381

I, \_\_\_\_\_, certify that I inspected the sites in regard to the **2022 Sports Court Fence Replacement Bid.**

\_\_\_\_\_  
Date of Visit

\_\_\_\_\_ am/pm \_\_\_\_\_  
Time of Visit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Company

## Insurance Requirement

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
  - (1) XCU Coverage,
  - (2) Contractual Liability Coverage,
  - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
  - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or subcontractors.
- d. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. The Woodlands Township accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- e. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against The Woodlands Township. Insurance policies under (b), and (c), shall include The Woodlands Township as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - (2). All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
  - (3). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.
  - (4). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
  - (5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  - (6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

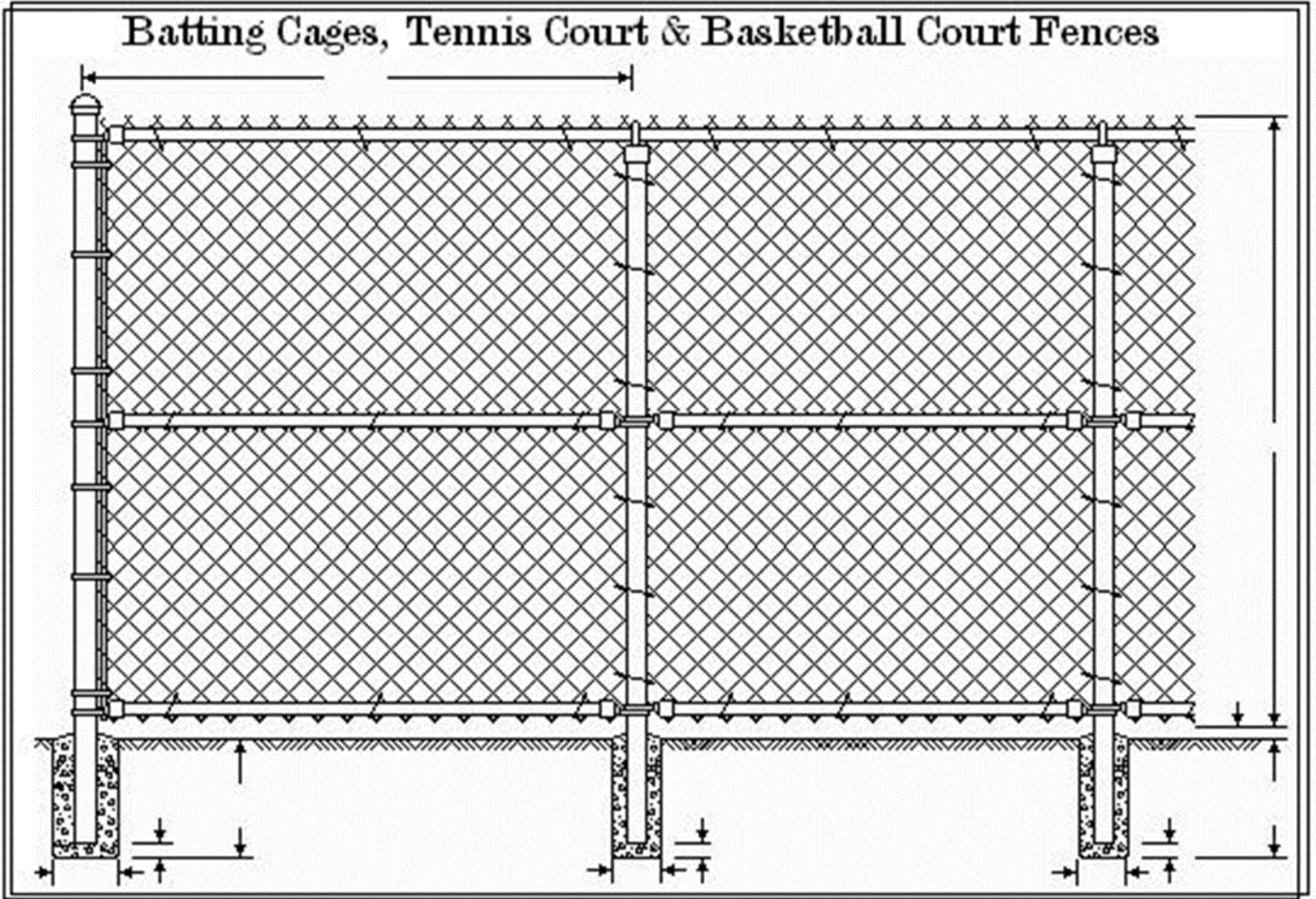
- (7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8). Contractor may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

APPENDIX A:  
FENCE RUN DRAWING



**APPENDIX B  
Conflict of Interest (CIQ) Form**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity</p>	<p><b>FORM CIQ</b></p>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b> 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.</p>	<p><b>OFFICE USE ONLY</b></p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> 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.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p><b>4</b> 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.</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>5</b> 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.</p>	
<p><b>6</b> <input type="checkbox"/> 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).</p>	
<p><b>7</b></p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

**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:

\*\*\*  
(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.