

BID DOCUMENTS FROM
COUNTY OF LAVACA
FOR
PURCHASE OF SEALCOATING AND RESEALING
FOR
LAVACA COUNTY ROADS
LAVACA COUNTY, TEXAS

BIDS WILL BE RECEIVED UNTIL
10:30 A.M. ON FRIDAY APRIL 11, 2025

AT THE OFFICE OF
SHANA R. OPELA, COUNTY
AUDITOR
LAVACA COUNTY COURTHOUSE
P.O. Box 283
109 N. LaGrange Street
Hallettsville, Texas

INVITATION FOR BID INFORMATION

1. The Commissioners' Court of Lavaca County, Texas is accepting sealed bids for the following:

PURCHASE OF SEAL COATING, & RESEALING

2. Bids should be placed in a sealed envelope marked:

BID: PURCHASE OF SEAL COATING, & RESEALING

BIDS MUST BE submitted on enclosed Bid Documents. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the vendor/bidder in a contract, and marked clearly on the outside of the envelope as stated herein.

Term ending April 30, 2026

3. **SUBMISSION OF BIDS:** Sealed bids shall be received by: Shana R. Opela, Lavaca County Auditor, 109 N. LaGrange St, Lavaca County Courthouse, P.O. Box 283, Hallettsville, Texas 77964.
4. **Deadline** for bid submission is 10:30 A.M. on Friday April 11, 2025.
5. All bids must be received at the designated location by the time deadline shown. Bids received after deadline will be returned unopened to sender and shall be considered void and unacceptable.
6. The bid documents are available in the Lavaca County Judge's Office, Lavaca County Courthouse, Hallettsville, Texas; Telephone: 361-798-2301.
7. Each bidder shall use unit pricing.
8. The method of payment shall be from current operating funds.
9. **BID BOND** in the amount of \$5,000 in the form of a bond or a cashier's check must be included with the bid.
10. ***Bids not accompanied by the Affidavit will not be considered. A Conflict of Interest Questionnaire will be required after bid is awarded. Certificate of Interested Parties (Form 1295) will be required to be submitted by the winning bidder once awarded by Commissioners Court.***
11. Bids will be opened and read aloud by Keith Mudd, Lavaca County Judge, or his designee, in the Commissioners' Courtroom, Lavaca County Courthouse, Hallettsville, Texas on Friday, April 11, 2025 at 10:45 A.M. Bids will be discussed and/or awarded at the Commissioners' Court Regular Meeting on April 14, 2025 at 10:00 A.M.
12. **THE COMMISSIONERS' COURT** reserves the right to reject any and/or all bids for any and/or all items and/or services covered in this bid request and to waive any informality in bids as may be deemed to be in the best interest of Lavaca County.

**BID SPECIFICATIONS
FOR SEAL COATING
VARIOUS COUNTY ROADS
LOCATED IN
LAVACA COUNTY, TEXAS**

Lavaca County will be accepting bids for the purchase of Seal Coating, and Resealing of Lavaca County Roads located in Lavaca County, Texas.

Sealed bids must be received by the Lavaca County Auditor, Lavaca County Courthouse, Hallettsville, Texas 77964, before 10:30 A.M, April 11, 2025. The outside of the envelope must be plainly marked Bid: Seal Coating Lavaca County Roads. Bids will be opened and read aloud by Keith Mudd, Lavaca County Judge, or his designee, in the Commissioners' Courtroom, Lavaca County Courthouse, Hallettsville, Texas on April 11, 2025 at 10:45 A.M. Bids will be discussed and/or awarded at the Commissioners' Court Regular Meeting on April 14, 2025 at 10:00 A.M. Bids must be a firm specific stated exact dollar amount with no escalated bid amount being acceptable.

Specifications are as follows:

Project Description:

Seal coating consists of sweeping the road bed followed by the application of a combination of prime oil, asphalt oil and stone.

Materials Application:

1. *Asphalt oil (AC-5 oil/AC-10 oil/RC-250 oil) is to be applied at a rate of not less than 0.25 - 0.30 gallon per square yard of road surface.
Asphalt oil (CRS-1P oil/CRS-2 oil) is to be applied at a rate of not less than 0.40-0.45 gallon per square yard of road surface.
Asphalt oil (MC-30 oil) is to be applied at a rate of not less than 0.20- 0.25 gallon per square yard of road surface.*
2. *Cover stone, consisting of pea gravel or precoated rock, is to be applied at a rate of one (1) cubic yard per 90 square yards of road surface. The size and type or grade are to be determined by the Commissioner.*
 - a. *Prime oil (MC-30 oil) is to be applied at a rate of not less than 0.20 gallon per square yard of road surface.*
 - b. *Asphalt oil shall be applied by a self propelled pressure distributor operated so as to distribute the asphalt oil in the quantity specified.*
 - c. *Stone shall be immediately and uniformly spread by a self propelled continuous feed aggregate spreader.*
 - d. *Distributor must have certified State Certification calibrated to insure proper application rate.*

Procedure:

1. The County reserves the right to increase or decrease the designated number of square yards of road surface to be covered by the seal coating and to adjust the application rate.
2. All materials, except the stone, are to be delivered by the bidder to each job site in the County.
3. **A cashier's check payable to Lavaca County in the amount of \$5,000.00 or a bid bond in the amount of \$5,000.00 shall be furnished by each bidder to Lavaca County at the time of bid submission.**
4. Bidder agrees that, if bidder is awarded the contract, the bidder's road work would commence within 30 days from the date of contract.
5. Any prime oil to be furnished and applied by the bidder shall be applied within days after the road base is prepared.
6. The County Commissioner is to establish the requirements for the coordination of the contractors work schedule with the county's work schedule.
7. If the bidder does not timely perform the work as required by the Commissioner, the commissioner shall have the right to select the next lowest bidder to complete the road work.
8. **The bidder, at the time of it's bid submission, shall include a Certificate of Insurance or other acceptable evidence of insurance-from an insurance company that is acceptable to the county and which is licensed to write insurance in the State of Texas in accordance with rule 110.110 of the Texas Worker's Compensation Commission as per Attachment A included herein.**
9. Simultaneously upon the award of the bid, successful bid contractor shall furnish a surety bond or bonds in the amount of not less than 5% of bid contract as security for contractors faithful performance of the bid contract and/or providing materials and for the payment of all persons performing labor on the project, as specified in the bid specifications included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to Lavaca County.
10. Contractor shall promptly pay for all labor and/or materials that are used in the performance of the responsibilities of the contractor, and furnish the County Auditor with written proof of each such payment prior to payments of each invoice presented by the contractor.
11. Bidder will provide safety lights for each of Bidder's vehicles.

SPECIFICATIONS (continued)

12. To partially compensate the County or the Bidder for a fluctuation in the price of MC- 30 oil after the date of the bid under Option 6, Bidder to furnish, along with its bid, the current wholesale market price of oil, which will serve as the basis for adjusting the bid price upwards or downwards, but in either event, not to exceed MC- 0% of the bid price for the oil. With each seal coat job invoice and/or each MC- 30 sales invoice submitted to the County Auditor, Bidder must also submit a copy of Bidder's invoice from its MC-30 oil supplier showing Bidder's cost for the oil along with Bidder's affidavit that the Bidder's cost is the lowest price available to Bidder from the MC-30 oil suppliers within Bidder's trade area.
13. In regards to each option category listed and each precinct listed, the County may award a bid to the lowest and best bidder for that particular option and for that particular precinct.
14. The enclosed Affidavit is to be completed and attached to the bid(s).
15. Enclose with bid all documentation requested, and mark envelope as requested.
16. The County of Lavaca reserves the right to extend this contract for an additional 90 days if agreeable between the bidder and Lavaca County for the quoted prices.

Term:

A contract based upon the successful bid will be for a term ending **April 30, 2026**

THE ROAD SEALING RESPONSIBILITIES OF THE BIDDER ARE DESCRIBED IN THE OPTION CATEGORIES LISTED BELOW. EACH BIDDER MAY BID ON ONE OR MORE OF THE OPTION CATEGORIES.

OPTION 1: County will set up the road base and will furnish cover stone in the seal coating process. The bidder will provide machinery (to include rubber tire roller, steel roller and all state approved warning signs), materials and labor to sweep the road with a roll broom and to apply the stone and to seal coat the road by furnishing and applying one (1) coat of asphalt oil (AC-5 oil or any other specified oil to be designated by County)..at a cost per square yard.

OPTION 2:County will set up the road base and will furnish cover stone and oil in the seal coating process.The bidder will provide machinery (to include rubber tire roller, steel roller and all state approved warning signs), materials and labor to sweep the road with a roll broom and to apply the stone and to seal coat the road by furnishing and applying one (1) coat of asphalt oil at a designated cost per square yard.

OPTION 3: County will set up the road base and will furnish cover stone in the seal coating process. The bidder will provide machinery, materials and labor to sweep the road

with a roll broom and to apply the stone and to seal coat the road by furnishing and applying a first coat of asphalt oil (AC-5 oil or any other specified oil to be designated by county) and by furnishing and applying a second coat of asphalt oil (AC-5 oil or any other specified oil to be designated by county) at a cost per square yard.

OPTION 4: County will set up the road base and will furnish cover stone and *oil* in the seal coating process. The bidder will provide machinery, materials and labor to sweep the road with a roll broom and to apply the stone and to seal coat the road by applying a first coat of asphalt oil and by applying a second coat of asphalt oil at a designated cost per square yard.

OPTION 5: Bidder to apply one coat of prime oil (MC-30 oil) at a designated cost per square yard.

OPTION 6: Bidder to furnish prime oil (MC-30 oil) for a designated cost per gallon.

REMARKS OR EXCEPTIONS _____

BIDDER: Company _____

ADDRESS _____

Telephone No _____

Email _____

Any inquiry shall be directed to Shana R. Opela, Lavaca County Auditor, 109 N. LaGrange Street, Hallettsville, Texas 77964, Phone No. (361) 798-2711, Fax No. (361) 798-5046.

ATTACHMENT A

INSURANCE REQUIREMENTS:

The Contractor at time of bid shall include with each bid Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies (such companies to be acceptable to Lavaca County) licensed to write insurance in the State of Texas, showing that the Contractor is covered by insurance with the following minimum limits of liability.

- I. Statutory Worker's Compensation and Employer's Liability Insurance with a waiver of subrogation in favor of the County. In the event any work is sublet, the Contractor shall require each subcontractor similarly to provide the same coverage and shall acquire evidence of such coverage of the subcontractor.
- II. Minimum General Public Liability Insurance, Including Product Liability Insurance as follows:

Public Liability:	\$1,000,000 for injuries to one (1) person \$1,000,000 for each occurrence
Property Damage: Automobile	\$250,000
Property Damage: Automobile	\$250,000
Public Liability:	\$500,000 for injuries to one (1) person \$1,000,000 for each occurrence

The policy shall be on the commercial general liability form, and shall include coverage for acts of independent contractors. The County shall be covered as an additional insured under the policy.

NOTE: Automobile insurance shall cover all automobiles and trucks owned by the contractor.

The contractor shall furnish the owner certificates of insurance showing the type, amount, class of operations covered, effective date and date of expiration of policies. Such certificates shall also contain substantially the following statement. The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by Lavaca County.

BID FORM

THIS IS A BID BY BIDDER AND IS NOT AN OFFER TO PURCHASE BY LAVACA COUNTY, This
bid is for the following: **SEAL COATING, AND RESEAL FOR LAVACA COUNTY ROADS**

TERM ENDING April 30, 2026

ITEM	UNIT PRICE BID
OPTION 1	\$ _____
OPTION 2	\$ _____
OPTION 3	\$ _____
OPTION 4	\$ _____
OPTION 5	\$ _____
OPTION 6	\$ _____

In regards to **OPTION 6**, the current wholesale cost of MC-30 oil to the bidder is \$ _____
per gallon.

In regards to each category listed, the County may award a bid to the lowest and best bidder for that particular category.

TERMS:

DELIVERY IN 30 DAYS FROM RECEIPT OF ORDER, F.O.B. HALLETTSVILLE, TX.

The County of Lavaca reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award bid on Individual item basis.

Page 2 - Bid Form - **SEAL COATING**

Acceptance of the bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein.

Acceptance of the bid shall only obligate Lavaca County to purchase some of the items from that bidder. Lavaca County reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions. County exempt taxes to be excluded from bid.

The enclosed affidavit is to be completed and attached to the **bid(s)**.

Enclose with bid all documentation requested, and mark envelope as requested.

The County of Lavaca reserves the right to extend this contract for an additional 90 days if agreeable between the bidder and Lavaca County for the quoted prices.

BIDDER:

COMPANY: _____

BY: _____
Signature

ADDRESS: _____

PRINT NAME PHONE: _____

TITLE: _____ FAX _____

EMAIL: _____

BID BOND in the amount of \$5,000 in the form of a bond or a cashier's check and Affidavit must be included with the bid. The Contractor at time of bid shall include with each bid a Certificate of Insurance or other acceptable evidence from a reputable insurance company. A Conflict of Interest Questionnaire will be required after bid is awarded. The Certificate or Interested Parties (Form 1295) will be required to be submitted by the winning bidder once awarded by Commissioners Court

STATE OF TEXAS §

COUNTY OF LAVACA §

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Notary Public in and for

County, Texas

Name of Bidder: _____

Signed by: _____
(Sign Name in Writing) (Title)

Address: _____
(Zip Code)

Telephone Number: _____ Date: _____

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

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

BID INSTRUCTIONS/TERMS OF CONTRACT

LATE BIDS: Lavaca County is not responsible for delivery of bids, lateness of mail, or any other cause for delay of delivery. The time/date entry from the time stamp in the Lavaca County Auditor's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before the submission deadline must be initialed and dated by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder for a period of sixty (60) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

SALES TAX: Lavaca County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Lavaca County reserves the right to award bid to one or more vendors as it deems to be in the best interest of the County.

CONTRACT: This bid, when properly accepted by Lavaca County, shall constitute a contract equally binding between the successful bidder and Lavaca County. Except by agreement, no different or additional terms will become part of this contract with the exception of a Change Order.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by Lavaca County.

DELIVERY: All delivery and freight charges (FOB Lavaca County designated location) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to delivery bid item(s) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder must keep Lavaca County advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Bidder is required to sign affidavit form after bid is awarded.

EXCEPTION/SUBSTITUTIONS: All timely filed bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and the bidder shall be responsible to perform in strict accordance with the specifications of the invitation. Lavaca County Commissioners' Court reserves the right to accept any, all and/or none of the exception(s), and /or substitution(s) as deemed by the Commissioners' Court to be in the best interest of the County.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality as determined by Lavaca County will be considered.

ADDENDA: Any interpretations, corrections, or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Lavaca County Auditor. Addenda will be mailed to all who are known to have received a copy of the Invitation for Bid. Bidders shall acknowledge receipt of all addenda.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL BID ITEMS must be new and unused, unless otherwise clearly specified in writing, in first-class condition, and of current manufacture. All equipment shall be furnished ready to use. All items not specifically mentioned, that are required for a complete unit, shall be furnished. Any items appearing in manufacturer's published specifications and not specifically listed herein are to be included with this bid. Any additions, deletions, or variations from the manufacturer's published specifications must be outlined in the section provided and, in a letter, attached to this Information for Bidders.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must be able to 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;
5. Be otherwise qualified and eligible to receive an award;
6. Provide a list of references where like items have been supplied by Bidder, and the name of each reference, address, telephone number, and name of representative shall be included.

Lavaca County may request information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response all documentation required by this request for Information from Bidder. Failure to provide this information may result in rejection of bid.

BIDDER AGREES TO defend, indemnify, and save harmless Lavaca County and all its officers, agents and employees from all suites, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment, with cost, which may be obtained against Lavaca County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract term expires or until completion by delivery and acceptance of item(s) ordered, or until terminated by mutual agreement with a thirty (30) day written notice prior to any agreed cancellation. This successful bidder must state therein the reasons for such cancellation. In the event said contract is canceled as stated, Lavaca County reserves the right to award the contract to next lowest and best bidder as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Lavaca County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Lavaca County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to award the bid to another bidder or to, purchase the bid items elsewhere, and charge the full increase in additional cost incurred by the County to the defaulting successful bidder.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Lavaca County from claims involving infringements of patents and/or copyrights pertaining to the subject matter of the bid.

PURCHASE ORDER: A purchase order(s) shall be generated by Lavaca County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Lavaca County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Lavaca County Purchase Order number, and (d) descriptive information as to the vehicles, equipment or other items delivered, including product code, model number, item number, serial number, quantity, and other matters of identification.

INVOICES shall show all information as stated above and shall be mailed directly to the Lavaca County Auditor's Office, P.O. Box 283, Hallettsville, TX 77964, located in the basement of the courthouse.

Item(s) supplied under this contract shall be subject to the County's approval. Units found defective or not meeting specifications shall be picked up and replaced by the successful bidder within one (1) week after notification, at no expense to the County.

WARRANTY: Successful bidder shall warrant that all item(s) shall conform to the proposed uses and specifications and/or all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Lavaca County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

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

ASSIGNMENT: The successful bidder shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of Lavaca County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to apply. All interpretations of these specifications shall be made on the basis of this statement.

BIDS MUST COMPLY with all federal, state, county and local laws concerning this type of item(s). The equipment shall contain all standard safety, emission, and noise control equipment required for this type and size of equipment at the time of its manufacture and all extra equipment specified. All materials, equipment, and/or parts not specifically stated herein but necessary to render the unit(s) complete and operational per the specifications are to be included in the bid price. Bidder may be required to furnish evidence that each unit, as bid, will meet or exceed these requirements. An inspection of the equipment shall be made by Lavaca County before acceptance.

ANY QUESTION concerning this process should be directed to Lavaca County Auditor's Office, P.O. Box 283, Hallettsville, Texas 77964, (361) 798-2711.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(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.

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 services, goods, or other property 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY