



City of Lake Jackson
25 Oak Drive
Lake Jackson, Texas 77566
www.lakejackson-tx.gov

SPECIFICATIONS FOR BID #20-06-003 Zinc Orthophosphate
BID OPENING DATE: Tuesday, June 9, 2020 at 2:00 p.m.

Notice is hereby given that the City of Lake Jackson will receive sealed bids for the purchase of the following item:

BID NO. 20-06-003 – Zinc Orthophosphate (500 gallons)

Sealed bids are due at 2:00 p.m. Tuesday, June 9, 2020 after which time all qualified bids will be opened and publicly read aloud at City Hall, 25 Oak Drive, Lake Jackson, TX. Bid information and specifications may be obtained from the City of Lake Jackson Purchasing Department at City Hall or by visiting our website at www.lakejackson-tx.gov. Bids received after the specified deadline will not be accepted.

Sealed bids shall be clearly marked with the bid number and title addressed to:

City of Lake Jackson
c/o Purchasing Department
25 Oak Drive
Lake Jackson, Texas 77566
BID NO. 20-06-003 - Zinc Orthophosphate

Ads run: Saturday/Sunday May 23-24, 2020 and May 30-31, 2020

Bid opening: Tuesday, June 9, 2020 at 2:00 p.m.

BID SUBMITTAL CHECKLIST

One (1) original completed copy of vendor's bid submittal, one (1) electronic copy (CD, thumb drive, etc..) of vendor's bid submittal, and one (1) business card

Vendor's Drug and Alcohol Testing Policy

Completed Bid Proposal/Tabulation Sheet

Signed Specification Compliance Certification Form

Contractor References

Signed Conflict of Interest Questionnaire

STANDARD TERMS AND CONDITIONS

The City of Lake Jackson, Texas will accept sealed bids for the purchase of Zinc Orthophosphate (500 gallons) in accordance with the following specifications. A complete bid shall include all Standard Factory Specifications as well as all dealer added options. The selection will be based on overall price and reliability of the bids. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or to make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the Lake Jackson City Council reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

General instructions

Each part of the bid package is broken into sections and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Lake Jackson's interpretation shall govern.

1. Bids should be submitted by mail or delivered to:

City of Lake Jackson
Attn: Purchasing Dept.
25 Oak Drive
Lake Jackson, Texas 77566
Bids must be submitted in a sealed envelope marked:
BID NO. 20-06-003 - Zinc Orthophosphate

2. Timeline and Due Date

Event	Date
1 st Advertisement	May 23-24, 2020
2 nd Advertisement	May 30-31, 2020
Question submittals	June 3, 2020
Answers to submitted questions	June 5, 2020
Bid Opening	June 9, 2020
City Council Bid Award	June 15, 2020

3. The Bidder must complete and attach the “Specification Compliance Certification” form and the “Conflict of Interest Questionnaire”. **NO BID WILL BE ACCEPTED WITHOUT THESE COMPLETED AND SIGNED FORMS.**
4. One original completed copy of vendor’s bid and one electronic copy should be submitted to the city in bid package with current business card.
5. Proof of Insurance should be attached as a part of the bid.
6. Three commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference should include: customer who supervises contract, their position, address, phone number, scope of work provided to customer and length of time vendor has serviced customer.

Funding

Funds for payment have been provided through the City of Lake Jackson budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Lake Jackson fiscal year shall be subject to budget approval by the City Council.

Late bids

Bids received in the Purchasing Department after the submission deadline will be considered void and unacceptable. The City of Lake Jackson is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Lake Jackson Purchasing Department shall be the official time of receipt.

Altering bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initiated by the signer of the bid, guaranteeing authenticity.

Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on the Tabulation sheet and to extend and show the total. Bid price must be submitted on units of quantity specified and total shown. In the event of discrepancies in extensions, the unit price shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

Withdrawal of bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the city prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

Sales Tax

The City of Lake Jackson is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the bid.

Bid award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material or alter any of the conditions, terms or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded.
2. Whether the bidder has a satisfactory record of performance with the City or other entities.
3. Any other factors that could be material to the bidder's ability to comply with the contract.

Delivery

All Delivery and freight charges F.O.B. City of Lake Jackson are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

Delivery promise - penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. Do NOT quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing department, who shall have the right to extend the delivery if reasons for the delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the purchasing department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

Rejection of bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Lake Jackson, shall constitute a contract equally binding between the successful bidder and the City of Lake Jackson. **The term of the contract shall be from August 31, 2020 to August 31, 2021 with the option to extend for three (3) additional one (1) year terms with the approval of both parties.** No invoices will be paid prior to acceptance of contract by City of Lake Jackson. No different or additional terms will become a part of this contract.

Conflict of interest

No public official shall have interest in this contract in accordance with Chapter 171 of the Texas Local Government Code. The conflict of interest form must be completed and submitted with this bid.

Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Lake Jackson. More than one proposal on anyone contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

Insurance

Prior to acceptance of contract by the City of Lake Jackson, the vendor must furnish a Certificate of Insurance with the City of Lake Jackson named as an additional insured together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective Liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Premises Product Liability	\$1,000,000	\$1,000,000
Aggregate policy limits	\$1,000,000	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	\$1,000,000	\$1,000,000

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy that thirty (30) days prior written notice of cancellation or material change in coverage be given to Purchasing Dept. of Lake Jackson. Such insurance when accepted by the City in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by the City of Lake Jackson of an insurance supplied by the successful bidder, nor a failure to disapprove that insurance shall relieve vendor of full responsibility of liability, damages and accidents as set forth herein. No additional payment shall be made for insurance that the vendor may be required to carry.

Contractor's Liability

The contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Lake Jackson to be **DESCRIPTIVE – NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them. The City of Lake Jackson shall act as sole judge in determining quality and acceptability of products offered.

Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lake Jackson purchasing department. Addenda will be mailed or emailed to all who are known to have received a copy of the bid. Bidders shall acknowledge receipt of all addenda.

Bids must comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

Documentation

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

Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

Termination of Contract

The City of Lake Jackson reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet delivery schedules;
- Defaults in the payment of any fees;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Lake Jackson may have in law or equity. Bidder, in submitting this bid, agrees that City of Lake Jackson shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

Notice

Any notice provided by this bid shall be deemed to have been given and received on the next business day after such written notice has been deposited in the mail.

Patent/Copyrights

The successful bidder agrees to protect City of Lake Jackson from claims involving infringements of patents and/or copyrights.

Packing Slips

Packing slips or other suitable shipping documents shall accompany each shipment and shall show:

- Vendor company name and address;
- Name and address of the City of Lake Jackson department the shipment is being made to;
- City of Lake Jackson purchase order number;
- Descriptive information as to the items delivered, including quantity and part numbers

Invoices

Invoices submitted for payment shall be addressed to the City of Lake Jackson and shall reference the approved purchased order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

Quality control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

Samples

When requested, samples shall be furnished to City of Lake Jackson at no charge.

Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Lake Jackson.

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 prevail. All interpretations of these specifications shall be made on the basis of this statement.

Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

Contract administrator

Under this contract, the City of Lake Jackson has designated Water Reclamation Center Utilities Superintendent as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Lake Jackson City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the following city employee:

Sabrina England, Public Works Director

City of Lake Jackson

(979) 415-2428

Questions and answers

Questions concerning any aspect of the bid must be submitted by June 3, 2020 to the purchasing department in writing via fax or email. Any questions submitted after this date will not be answered. The purchasing department will compile all questions and provide answers to all interested bidders. The provided question and answers will also be located on the purchasing website. Answers will be posted by June 5, 2020.

SPECIFICATIONS

Quantity (Estimated Only)

Estimated 500 gallons per month of 40-50-percent zinc orthophosphate to be provided in liquid form.

Ingredients

Zinc orthophosphate, 40-50-percent.

Price

Price quoted FOB to locations below:

- 1) City of Lake Jackson Beechwood Station
103 Beechwood
Lake Jackson, Texas 77566
(Liquid)
- 2) City of Lake Jackson Oak Drive Water Pumping Station
6 Oak Drive
Lake Jackson, Texas 77566
(Liquid)
- 3) City of Lake Jackson Well 15
319 Balsam
Lake Jackson, Texas 77566
(Liquid)
- 4) City of Lake Jackson Well 17
897 FM2004 (Dunbar Park)
Lake Jackson, Texas 77566
(Liquid)

Material

The material shall be manufactured using Zinc Sulfate as the Zinc source and shall have the following typical composition:

Color	Clear Liquid
Specific Gravity	1.29 – 1.30
pH	<1.0
Freeze Point	≤16° F

The material shall have no Chlorine demand.

Supplier must have ANSI/NSF Standard 60 Certification prior to date of bid opening.

The Zinc Orthophosphate Corrosion Inhibitor supplied in accordance with this contract shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming water which has been treated in accordance with manufacturer's instructions for this material.

The material shall be shipped in 50 to 175-gallon quantities, within 3 business days of receipt of order. Bidder will ensure that delivery is made, and samples are taken to monitor chemical usage. (Zinc and Phosphate levels are to be reported in accordance with bid.)

Supplier Responsibilities

Supplier will provide the following equipment and services at no additional cost to the City of Lake Jackson.

- a) Bidder will provide and maintain a storage tank capable of storing up to a 30-day supply of chemical.
- b) Bidder will take water quality samples monthly in accordance with item 5 or at any time deemed necessary by the City of Lake Jackson. Water quality reports are to be addressed to the Plant Operations.

Supplier shall provide interpretation of laboratory test performed by the City by a technical representative of the supplier throughout the life of the contract. Said interpretation shall include recommendations for feed rate and effectiveness.

Suppliers must submit a list of at least (3) municipalities presently using their product in a potable water system for corrosion/or red water control.

All bids shall be F.O.B. City of Lake Jackson.

All bids must include a written chemical breakdown of bid chemicals including percent of each ingredient from the manufacturer.

All bids must include:

- 1.) A copy of the ANSI/NSF Standard 60 Certification
- 2.) Safety Data Sheet for Product bid
- 3.) Company Product Data Sheet

Storage Tanks and Pumps

Supply storage tanks at four locations receiving zinc orthophosphate. See list of locations under delivery requirements. Supply adequate pumps to flow paced delivery of chemical at peak demand.

Delivery Requirements

The material shall be shipped in 50 to 175-gallon quantities, within 3 business days of receipt of order.

Bidder will ensure that delivery is made, and samples are taken to monitor chemical usage. Zinc and Phosphate levels are to be reported in accordance with bid. Delivery of items being bid will be on a will call basis only.

Items being bid are for an estimated quantity for one year with options to renew on a yearly basis only.

Bidder shall deliver Monday through Friday, 7:30 a.m. to 4:30 p.m.

Bidder shall deliver FOB at locations below:

- 1) City of Lake Jackson Beechwood Station
103 Beechwood
Lake Jackson, Texas 77566
(Liquid)
- 2) City of Lake Jackson Oak Drive Water Pumping Station
6 Oak Drive
Lake Jackson, Texas 77566
(Liquid)
- 3) City of Lake Jackson Well 15
319 Balsam
Lake Jackson, Texas 77566
(Liquid)
- 4) City of Lake Jackson Well 17
897 FM2004 (Dunbar Park)
Lake Jackson, Texas 77566
(Liquid)

(Liquid) – NOTE: please call before delivery so City employee can meet the driver and let him/her in the building.
Delivery to any other City facility is not acceptable.

NOTE: After hours or weekend delivery may be accepted with prior notice by notifying Hector Renteria, Utilities Superintendent, at (979) 415-2680.

BID PROPOSAL

Item No.	Item Description	Estimated Quantity	Unit Price	Item Total
1.	40-50 PERCENT LIQUID ZINC ORTHOPHOSPHATE	500 gallons	\$	\$
	TOTAL		\$	\$

We quote the above FOB Lake Jackson, Texas. Shipment can be made in ____ days from receipt of order.

Terms _____ net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Lake Jackson, Texas, within a reasonable period of time constitutes a contract.

BIDDER:	
ADDRESS:	
PHONE:	
EMAIL:	

AUTHORIZED REPRESENTATIVE

TITLE

AUTHORIZED SIGNATURE

DATE

CONTRACTOR REFERENCES

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of _____ offers the City of Lake Jackson, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No	Explanation
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

The above item as detailed per specifications and any exceptions if offered (check one):
☐ Without exceptions ☐ With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Lake Jackson, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

FIRM NAME

DATE

AUTHORIZED REPRESENTATIVE

TITLE

AUTHORIZED SIGNATURE

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received:

If there is no relationship, write N/A in Box 1 and sign the form.

1 Name of vendor who has a family, business, or employment 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 City of Lake Jackson officer or employee 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 City of Lake Jackson officer or employee AND the taxable income is not received from the City of Lake Jackson?

Yes

No

C. Does the City of Lake Jackson officer or employee serve as an officer or director, or hold an ownership interest of one percent or more, in the vendor's company?

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