



City of Lake Jackson  
25 Oak Drive  
Lake Jackson, Texas 77566  
[www.lakejackson-tx.gov](http://www.lakejackson-tx.gov)

SPECIFICATIONS FOR BID #20-08-008  
Sludge Removal & Aeration Basin Cleaning  
BID OPENING DATE: Tuesday August 25, 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. 20-08-008 – Sludge Removal & Aeration Basin Cleaning**

Sealed bids are due at 2:00 p.m. Tuesday August 25, 2020 after which time all qualified bids will be opened. Bid tabulations will be sent to any vendor that submits a bid. 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](http://www.lakejackson-tx.gov). Bids received after the specified deadline will not be accepted.

The public Zoom Meeting link to the Bid Opening is:

<https://us02web.zoom.us/j/86825745937?pwd=VDF2a2FPbVBLaDZocGI0QzEwTGxHdz09>.

The public can also call in for the bid opening at: 1 (346) 248-7799

Meeting ID: 868 2574 5937

Passcode: 764236

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. 20-08-008 - Sludge Removal & Aeration Basin Cleaning

Ads run: Wednesday August 5, 2020 and Wednesday August 12, 2020

Bid opening: Tuesday August 25, 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 desires to enter into a contract, with a reliable firm(s) to provide Sludge Removal & Aeration Basin Cleaning in accordance with the following specifications. 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 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 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 and 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. 20-08-008 – Sludge Removal & Aeration Basin Cleaning**

## 2. Timeline and Due Date

Event	Date
1 <sup>st</sup> Advertisement	August 5, 2020
2 <sup>nd</sup> Advertisement	August 12, 2020
Question submittals	August 14, 2020
Answers to submitted questions	August 17, 2020
Bid Opening	August 25, 2020 at 2:00 p.m.
City Council Bid Award	September 8, 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 (CD, thumb drive, USB etc..) should be submitted to the City in bid package with current business card.
5. 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.

### **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.

### **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.

### **Pricing**

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on the tabulation sheet. Bid price must be submitted on units of quantity specified. In the event of discrepancies, 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.

### **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.

### **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.

### **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.

### **Split Award**

The City of Lake Jackson reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

### **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**

Upon award of bid, a separate contract will be sent to the bidder. The contract will be good for one year 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 a fully executed contract. The work will need to be completed within 30 days of the notice to proceed.

### **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.

### **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.

### **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.

### **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.

### **Payment to the Contractor**

**Payments should be billed monthly.** At the end of each calendar month, the contractor shall render to the purchasing department, their billing for work done during the month. City issued purchase order number must be referenced on all billing statements. **Payment will be made within 30 days as prescribed by state law.**

### **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 obligations under this Contract.

### **Contractor Past Performance**

Contractor shall not have significant performance deficiencies under City contracts in the last five (5) years, including but not limited to contract termination for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.

### **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.

### **Questions and Answers**

Questions concerning any aspect of the bid must be submitted by August 14, 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 August 17, 2020.

## **CITY RESPONSIBILITIES**

### **Contract Administrator**

Under this contract, the City of Lake Jackson has designated Hector Renteria 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: Hector Renteria, Wastewater Treatment Plant Superintendent City of Lake Jackson, (979) 415-2680.

## **TECHNICAL SPECIFICATIONS**

### **General**

The City of Lake Jackson is requesting proposals for Sludge Removal & Aeration Basin Cleaning for the City's domestic wastewater treatment plant. The City's goal is to achieve a satisfactory clean-out consistent with the Industry best-management practices allowing satisfactory operation of the facility.

The City of Lake Jackson operates and owns a 5.85 million gallon per day (MGD) wastewater treatment plant for the treatment of domestic sewage. The Wastewater Treatment Plant is located at 151 Canna Lane, Lake Jackson, TX 77566. The City has a "fine-bubble" aeration system and, as such, is estimating the quantities of product to be removed on an annual basis. It is the intent of the City to enter into a formal debris removal and disposal agreement with a successful bidder to remove and dispose of debris from its aeration basin.

### **Scope of Work**

The successful Contractor will provide all equipment, labor (including on-site supervision), tools and equipment necessary to achieve complete removal of all debris from the aeration basin and to dewater approximately 500,000 gallons of aeration liquid sludge using a belt filter press prior to sand and grit removal.

Due to the unique nature and scheduling requirements necessary to accomplish this work and not interrupt City operations, the Contractor must be prepared to adhere to the City's scheduling demands and to provide all manpower, equipment and materials necessary to accomplish the work safely and on time according to that schedule. All loads leaving the facility must be manifested on 5 part TCEQ approved manifest.

### **Aeration Basins**

There are three (3) basins that are to be cleaned on an annual basis – one each year, alternating basins annually. Basin size is 177' x 20' x 21' deep. Quantity of debris to be removed is approximately 200 cubic yards. Contractor will work the “fine-bubble” aeration equipment remaining in place to the greatest extent possible. Any temporary alterations are to be approved prior to and replaced to “as-is” status at end of project.

### **Work Schedule**

Due to regulatory compliance limitations, Contractor must be able to perform the work intermittently in periods of no less than 4 hours each between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. No work will be performed at night or on weekends or holidays. Any work performed after 4:00 p.m. must be approved in advance and will be at the sole discretion and approval of the Wastewater Treatment Plant Superintendent. Time is of the essence to complete the work required under this agreement. Contractor is expected to aggressively work the debris field using shovels or whatever equipment or labor is necessary to dislodge or reposition equipment or the debris field to promote a continuous feed of the debris to the vacuum system for removal.

It is mandatory that all aspects of scheduling, removal and coordination occur between Contractor and Wastewater Treatment Plant Superintendent. Job scheduling is dependent on several factors including, but not limited to, weather, flow, analysis results, and land fill conditions. **The work will need to be completed within 30 days of the notice to proceed.**

If for any reason the Contractor is unable to perform on a regularly scheduled day, a 12 hour minimum advance notice is required. This notice must be made to Wastewater Treatment Plant Superintendent. Alternatively, if for any reason the plant flow cannot be diverted to accommodate the work, a minimum 12 hours advance notice will be provided to the Contractor.

Contractor may not use any part of the premises or any building situated on them for any use or purpose that violates any applicable law, regulation or ordinance of the United States, the State of Texas, The County of Brazoria, or the City of Lake Jackson or other lawful authority with jurisdiction over the Premises.

The City, its officers, agents and representatives shall be permitted to enter said premises at all reasonable times of the day for any business related purpose as deemed requisite by the City.



### **Debris Removal**

The debris removed from the aeration basins will mainly consist of dirt, sand, rags, grease, grit and sludge. All material will be hauled offsite by Contractor to a permitted TCEQ facility for this type of material. The sludge will be dewatered and hauled to Seabreeze Landfill located at 10310 FM523, Angleton, TX 77516. The contractor will use the City of Lake Jackson sludge profile.

Should metal debris be encountered the metal must be separated from grit and sludge and staged separately. Contractor will stage in a pre-designated salvage area. The City is responsible for the disposition of any metal salvage items.

Water removed from the aeration basins shall be discharged back to the plant wet well.

Contractor is responsible for aggressively moving grit and debris in the basins to the vacuum point and/or moving the vacuum hose to the debris in a safe, orderly and timely manner using whatever additional resources that may be necessary (e.g., shovels, picks, manpower to relocate the vacuum hose) to achieve a constant flow of debris into the vacuum unit. The work shall be performed in a manner satisfactory to the Wastewater Treatment Plant Superintendent. If unsatisfactory, and Contractor is unable to immediately and consistently improve the effectiveness or efficiency of the process, this may be grounds for termination of the Contract.

### **Safety**

If during the performance of the Contract, Contractor becomes aware of any condition in the work premises that is unsafe, Contractor shall immediately notify the City's designated representative.

### **Confined Space**

A competent person must be present at all times while workers are performing confined space work. All applicable federal, state and local laws, regulations and ordinances including, but not limited to OSHA.

### **Documentation**

Certification statement/documentation that satisfies all applicable law and identifies the competent person(s) onsite during confined space entry must be provided with bid and will be incorporated into the Contract Documents.

### **PPE**

All equipment and tools required in performing the work in accordance with all applicable laws and regulations are the full responsibility of the Contractor. All items are to be provided by Contractor at no cost to the City. These items shall include, but are not limited to ladders, body harnesses, ropes, gas monitors, air blowers, etc.

### **Spills**

In the event of a spill, Contractor is fully responsible for containment and immediate clean-up. In addition to notifying the Wastewater Treatment Plant Superintendent immediately, any other notifications, regulatory or otherwise, that may be required are the Contractor's responsibility.

**Contractor Employees and Performance**

**Contractor shall perform the work as an independent contractor and not utilize subcontractors.** Additionally, Contractor shall hire at its own cost and expense, train and supervise staff to assist in the performance of this contract, including the following staffing requirements:

The City of Lake Jackson shall have access to references and verification of certification of any employee performing work under this agreement.

Contractor shall ensure that its employees have received training in accordance with the Industry's best practices and that they are compliant with all applicable laws, regulations, and requirements.

Contractor is responsible for daily clean-up of work area and final clean-up upon completion of the work to the satisfaction of the City.

**Obligations of the Debris Removal Contractor**

1. Keep work site clean during operations and upon completion remove trash, equipment, waste, debris and spilled bio solids from the work area.
2. Provide all manpower, supervision, equipment, independent lab analysis, materials, trucks, trailers, truck weighing and anything else necessary for the successful disposal of the debris at no additional charge to the City.
3. All vehicles and/or commercial vehicles, such as truck, tractor, trailer or semi- trailer, or combination of such vehicles used in the transportation of the sludge shall not exceed 20,000 pounds carried on any one-(1) axle or with a tandem axle weight excess of 34,000 pounds.

# BID PROPOSAL

Bidder must bid on all items to be considered for award.

Item No.	Item Description	Estimated Annual Quantity	Unit Price	Total base on estimated amounts
1.	Aeration Basin Debris, sand & grit as per specifications	200 cubic yards	\$ _____	
2.	Dewatering	500,000 gallons	\$ _____	

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