

## **INVITATION TO BID**

### **CALHOUN COUNTY COURTHOUSE ANNEX ROOFTOP AIR CONDITIONER REPLACEMENT**

**Bid Number: 2022.05**

**SEALED BIDS ARE DUE:**

**TUESDAY, MARCH 15, 2022  
BEFORE 2:00:00 PM**

**SUBMIT SEALED BIDS TO:**

**HONORABLE RICHARD H. MEYER  
COUNTY JUDGE  
CALHOUN COUNTY COURTHOUSE  
211 SOUTH ANN STREET  
3<sup>RD</sup> FLOOR, SUITE 301  
PORT LAVACA, TX 77979**

PUBLIC BID OPENING will be conducted at 2:00 PM, Tuesday, March 15, 2022 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3<sup>rd</sup> Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award Wednesday, March 23, 2022 during Calhoun County Commissioners Court. Award information will be sent to all bidders that submitted a bid and will also be posted on the County's website ([www.calhouncotx.org](http://www.calhouncotx.org)) under Bid Notices and Results, Results 2022 as soon as time permits.

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## INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for the following:

### **CALHOUN COUNTY COURTHOUSE ANNEX ROOFTOP AIR CONDITIONER REPLACEMENT, BID NUMBER 2022.05**

The bid shall be for the complete purchase and installation of a rooftop heating/cooling unit. The bid must include all permits, if any are required, all equipment and material required to complete the specifications, removal and disposal of existing unit, installation of new package unit, including consideration of equipment weight and mounting footprint as compared to the existing unit and TDI Windstorm field inspection(s) and required certificates(s).

Bids shall include all requirements of the Invitation to Bid Packet for the Calhoun County Courthouse Annex Rooftop Air Conditioner Replacement, Bid Number 2022.05.

The complete Invitation to Bid Packet can be downloaded from the County's website, [www.calhouncotx.org](http://www.calhouncotx.org) (under Bid Notices and Results, Bid Notices 2022) or by contacting Peggy Hall, Assistant Auditor, at [peggy.hall@calhouncotx.org](mailto:peggy.hall@calhouncotx.org) or 361-553-4610.

### **INSPECTION OF SITE FOR THE AIR CONDITIONER REPACEMENT:**

Inspection of the site for the rooftop heating/cooling unit may be done by **appointment only** by contacting Everett Wood, Building Maintenance Superintendent, at 361-553-4499. **The inspection is "VIEW ONLY". No questions may be asked at this time. No comments may be made at this time. County employees may not answer any questions or make any comments to anyone inspecting the site.** No questions may be answered once the Bid Specifications and Invitation to Bid Packet are approved by Commissioners Court unless in the form of an Addendum that is approved by Commissioners Court and sent to all bidders that received an Invitation to Bid Packet. All Addendums, if any, will be posted on the County's website under Bid Notices and Results, Bid Notices 2022.

### **SEALED BIDS ARE DUE:**

Date: Tuesday, March 15, 2022  
Time: BEFORE 2:00:00 PM  
Location: County Judge's Office  
Calhoun County Courthouse  
211 South Ann Street  
3<sup>rd</sup> Floor, Suite 301  
Port Lavaca, Texas 77979

At this time, all bids will be publicly opened and read aloud. Bids will be considered for award Wednesday, March 23, 2022 during Calhoun County Commissioners Court.

All bids (one original) must be delivered to the office of the Calhoun County Judge in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: **SEALED BID: CALHOUN COUNTY COURTHOUSE ANNEX ROOFTOP AIR CONDITIONER REPLACEMENT, BID NUMBER 2022.05.**

Calhoun County does not accept faxed or emailed bids.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the bid is received and the time the bids received will be opened. Bids received after the deadline will be returned unopened.

**SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:**

Honorable Richard H. Meyer, County Judge  
Calhoun County Courthouse  
211 South Ann Street, 3<sup>rd</sup> Floor, Suite 301  
Port Lavaca, TX 77979

Calhoun County is not responsible for the delivery of your bid to the office of the County Judge or delivery to the wrong office. If you choose to send your bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your bid prior to the bid due date and time.

Calhoun County accepts no financial responsibility for any cost incurred by the bidder in the course of responding to this bid.

Calhoun County reserves the right to waive any technicalities or irregularity, accept or reject any and/or all bids, to accept the bid deemed most advantageous to and in the best interest of Calhoun County. The award of a bid shall be made to the responsible bidder whose bid is determined to be the most beneficial to Calhoun County, taking into consideration the relative importance of price and other factors set forth in the Invitation to Bid Packet.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit bids.

Cindy Mueller  
County Auditor  
Calhoun County, Texas

# RETURN INSTRUCTIONS

For  
Submitting a Bid for the  
Calhoun County Courthouse Annex  
Rooftop Air Conditioner Replacement

**Return the following BEFORE 2:00:00 PM, TUESDAY, MARCH 15, 2022**

Return One (1) Original of the following:

\_\_\_\_\_ Bid with Submittal Requirements

\_\_\_\_\_ Bidder Information Form

\_\_\_\_\_ Affidavit

\_\_\_\_\_ Certificate of Interested Parties, Form 1295

\_\_\_\_\_ Conflict of Interest Questionnaire, Form CIQ

\_\_\_\_\_ Certification Regarding Lobbying

\_\_\_\_\_ House Bill 89 Verification

Do Not Fold any of the above information.

Bid must be returned in a sealed 9 x 12 or larger envelope clearly marked: SEALED BID: CALHOUN COUNTY COURTHOUSE ANNEX ROOFTOP AIR CONDITIONER REPLACEMENT, BID NUMBER 2022.05

If you send your bid by UPS, FedEx or other delivery service, the outside of this sealed envelope must be clearly marked: SEALED BID: CALHOUN COUNTY COURTHOUSE ANNEX ROOFTOP AIR CONDITIONER REPLACEMENT, BID NUMBER 2022.05

Submit Sealed Bid to: Honorable Richard H. Meyer, County Judge  
Calhoun County Courthouse  
211 S. Ann St., 3<sup>rd</sup> Floor, Suite 301  
Port Lavaca, TX 77979

## **CALHOUN COUNTY, TEXAS GENERAL CONDITIONS**

**General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.**

### **Governing Law:**

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

### **Completion of Bid, RFP, RFQ, and/or Contract Forms:**

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidder's/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

**Submission of Sealed Bid, RFP, RFQ, and/or Contract:**

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3<sup>rd</sup> Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

**Withdrawal of Bid, RFP, RFQ, and/or Contract:**

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids,

RFPs, RFQs, and/or Contracts containing an error may be offered “as is” or withdrawn by the bidder/vendor in accordance with applicable State Laws.

**Opening and Award of Bid, RFP, RFQ, and/or Contract:**

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

**Governing Forms:**

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County’s interpretation shall govern.

**Addendums:**

When specifications are revised, the Calhoun County Auditor’s Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum.

**Indemnification/Hold Harmless:**

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder’s/vendor’s performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers’ compensation, employer’s liability and auto insurance with adequate limits to cover bidder’s/vendor’s liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

**Waiver of Subrogation:**

Bidder/vendor and bidder’s/vendor’s insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder’s/vendor’s performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

**Bonds:**

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier’s checks are not acceptable.

**Taxes:**

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes. Tax exempt forms will be furnished upon request to the Calhoun County Auditor’s Office.



**Pricing:**

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

**Inspections:**

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

**Testing:**

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

**Material Safety Data Sheets:**

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

**Awards:**

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct

and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

**Assignment:**

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

**Term of the Bid, RFP, RFQ, and/or Contract:**

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

**Obligation of the Bid, RFP, RFQ, and/or Contract:**

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

**Delivery:**

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet

specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

**Rejections:**

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

**Termination:**

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

**Delinquent Property Taxes:**

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

**Certificate of Interested Parties – Form 1295**

Section 2252.908 was added to the Government Code by the 84<sup>th</sup> Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85<sup>th</sup> Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term “business entity” includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term “contract” includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked “Office Use Only” located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

*Calhoun County Commissioners Court will not consider for action any Bid, RFP, RFQ, and/or Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.*

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract, or awards a Bid, RFP, and/or RFQ with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

**Debarment:**

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results, including principals, if any, from the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) that includes the record date must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

**Invoices and Payments:**

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

**Gratuities:**

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

**Warranty Product:**

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and

be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

**Cancellation:**

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

**Force Majeure:**

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

**Waiver:**

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**Applicable Law:**

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

**Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:**

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

**Insurance:**

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

General Liability (\$100,000/\$300,000 or greater)  
Workers' Compensation (at Statutory Limits)  
Employer's Liability (\$1,000,000 or greater)  
Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)  
Professional Liability Insurance (if applicable)  
Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of



the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

**OSHA Requirements:**

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

**Protest Procedures:**

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

**Public Information Act:**

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

**CALHOUN COUNTY AUDITOR**

To request information from Calhoun County, please contact:

Cindy Mueller  
Calhoun County Auditor  
Calhoun County Courthouse Annex II  
202 S Ann St, Suite B  
Port Lavaca, TX 77979  
Phone: 361-553-4610  
Fax: 361-553-4614  
Email: cindy.mueller@calhouncotx.org

To request a Bid, RFP, and/or RFQ packet from Calhoun County, or information on how to obtain a packet, please contact:

Peggy Hall  
Assistant Auditor  
Calhoun County Courthouse Annex II  
202 S Ann St, Suite B  
Port Lavaca, TX 77979  
Phone: 361-553-4610  
Fax: 361-553-4614  
Email: peggy.hall@calhouncotx.org

Bids, RFPs, and/or RFQs may also be viewed on Calhoun County's website, [www.calhouncotx.org](http://www.calhouncotx.org), under Bid Notices and Results.

**SPECIFICATIONS FOR  
COMPLETE PURCHASE AND INSTALL**

**Calhoun County Courthouse Annex  
Rooftop Air Conditioner Replacement**

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## SPECIFICATION FOR COMPLETE PURCHASE AND INSTALL

**Project Title:** Calhoun County Courthouse Annex Rooftop Air Conditioner Replacement  
**Project Location:** Calhoun County Courthouse Annex, 201 W Austin St, Port Lavaca, TX 77979  
**Document No.:** 5310.015 Annex AC  
**Doc. Date/Revision:** February 4, 2022 / 1

### Summary of Existing Conditions

The existing air conditioning unit selected for replacement is a packaged outdoor rooftop air conditioning unit. The unit is a “Carrier” Model 50AJ-030-NF611EE. See Exhibit A for reference photos.

### Description

Contractor shall provide one (1) each complete packaged rooftop heating/cooling unit of equal capacity with the existing unit mentioned above. Package unit shall include comparable controls, remote panel and roof mounting frame. Complete package unit materials and installation shall meet the requirements of the Texas Department of Insurance (TDI) Windstorm Inspections Division, for Calhoun County, Texas.

This packaged rooftop heating/cooling unit shall be “Carrier Part Number 50A2B030-NT641ER” or equivalent, and shall have the following minimum parameters:

- Configuration : CV Vertical
- Heat Options : 36/27 kW Low Electric Heat
- Unit Size : 030 (30 Tons)
- Motor Options : 10 HP
- Coil Options: E-Coated Al/Cu Cond, Al/Cu Evap
- Volts-Phase-Hertz : 460-3-60
- Non-Fused Disconnect
- 115v Convenience Outlet: Factory Wired
- Stainless Steel Drain Pan

### Reference Documentation

1. Exhibit A – Photos (Existing Conditions)

### Equipment/Material to Be Furnished by Contractor

1. All equipment/material required to complete this specification.

### Equipment/Material to Be Furnished by Others

1. None

#### Submittal Requirements

1. Product data and schematic layouts showing condensing unit, cooling coils, refrigerant piping and accessories required for complete system. Include rated capacities, dimensions, weights, accessories, required clearances, electrical requirements, wiring diagrams and location and size of field connections. Provide footprint adaptation documentation including roof mounting frame and base. Include TDI Windstorm compliance documentation with regards to structural mounting with manufacturer recommended supports and weather tight curbing.
2. Product data including manufacturer's installation instructions, descriptive literature, operation and maintenance manual (O&M Manual), and repair data.
3. Manufacturer warranty information

#### Delivery

The complete packaged rooftop heating/cooling unit shall be delivered according to owner's instructions.

#### Other Work Included Within This Specification

1. Removal and disposal of existing unit.
2. Installation of new package unit, including consideration of equipment weight and mounting footprint as compared to existing unit.
3. TDI Windstorm field inspection(s) and required certification(s).

End of Document

## Exhibit A – Photos (Existing Conditions)













End of Document

## **ADDITIONAL REQUIRED FORMS**

**Bidder must return one (1) original of the following forms with their Bid:**

- Bidder Information Form
- Affidavit
- Certificate of Interested Parties Form 1295
- Conflict of Interest Questionnaire Form CIQ
- Certification Regarding Lobbying
- House Bill 89 Verification

## BIDDER INFORMATION

**Please Type.**

**If handwritten, must be in ink and legible**

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Remittance Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed name of Authorized Rep: \_\_\_\_\_

## CONTACT INFORMATION

Contact Name & Title: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

## INVOICES – CONTACT INFORMATION

**For Invoice Inquiries:**

Contact Name & Title: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

STATE OF \_\_\_\_\_ {}

**AFFIDAVIT**

COUNTY OF \_\_\_\_\_ {}

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 bid 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, materials, or equipment bid on, or to influence any person to Bid or not to bid thereon.

I affirm that I am duly authorized to execute this Bid, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder.

I 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 any official, employee or agent of Calhoun County in connection with the submitted Bid. The contents of this Bid as to price, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or to any official, employee or agent of Calhoun County prior to the official opening of this Bid.

I affirm that the bid price(s) contained in this bid have been carefully checked and is submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications and General Conditions.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name and Title of Affiant

Name of Bidder (Company) \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

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, State of \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires

Stamp/Seal

## ***CERTIFICATE OF INTERESTED PARTIES, FORM 1295***

Form 1295 must be filled out online, printed, and returned with bidder's bid.

*The copy included is a Sample Copy Only.*

*See Calhoun County, Texas – Policy of Compliance (behind the sample copy of the form)*

### **TO FILL OUT FORM 1295, VENDORS MUST:**

**Go to: <https://www.ethics.state.tx.us/File>**

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign the printed copy of the form.
4. The completed Form 1295 must be included with your solicitation when it is submitted to Calhoun County.

### **For help in filling out the form:**

- #1 Bidder's Name, City, State and Country
- #2 Calhoun County, Texas
- #3 Bid Number 2022.05 *(this can be used as the Contract Number)*  
Calhoun County Courthouse Annex Rooftop Air Conditioner Replacement

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies

**OR**

- #5 Mark an X in the Box if this applies

- #6 Fill in the correct information, submit and print  
After printing, the respondent or an authorized agent of the respondent must sign

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

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.

**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 is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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**

**Calhoun County, Texas**  
**POLICY OF COMPLIANCE**  
**SECTION 2252.908 TEXAS GOVERNMENT CODE**  
**Approved by Commissioners Court January 28, 2016**  
**Amended by Commissioners Court January 31, 2018**

**BACKGROUND**

Section 2252.908 was added to the Government Code by the 84<sup>th</sup> Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85<sup>th</sup> Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

**COMPLAINCE**

**Calhoun County Commissioners Court** will not consider for action any contract or bid with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract or awards a bid with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Ethics Commission.

# 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

**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.

### Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

# HOUSE BILL 89 VERIFICATION FORM

## Certification Required by Texas Government Code Section 2270.001

The 85<sup>th</sup> Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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I, (authorized official) \_\_\_\_\_, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

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Company Name

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Signature of Authorized Official

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Printed Name of Authorized Official

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Title of Authorized Official

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Date