



CITY OF CARROLLTON
GENERAL CONDITIONS
AND
SPECIFICATIONS
FOR
ANNUAL QUOTE FOR POOL CHEMICALS & REPAIR SERVICES

QUOTES # 18-012

CLOSING DATE:

THURSDAY, MARCH 22, 2018

11:30AM

PROPOSAL OF QUOTES

The term "bids" and "quote" are one and the same term in this document.

The following quotes is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this quotes is in strict accordance with the conditions set forth and is a part of this quotes, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the quotes are opened.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). The undersigned hereby proposes to furnish the items on, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of quotes award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this quotes in collusion with any other quotesder, and that the contents of this quotes as to prices, terms or conditions of said quotes have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this quotes.

Texas House Bill 89 that went into effect on 9-1-17 forquotes Texas government entities from contracting with any company that excludes or boycotts Israel. Also, Senate Bill 252 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If your company falls into either of these new state laws, please disclose this in your quotes response and provide details of which law your company falls under. Also, the vendor who wins a quotes award must guarantee that they will not employ a subcontractor in the performance of the quotes award who falls under either law. If you do not disclose this with your quotes proposal, the city will assume you will comply with this requirement. If you need to provide the city any detail regarding these new laws, please attach details as needed. **Please sign below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law.**

POOL CHEMICALS & REPAIR SERVICES

QUOTE# 18-012

Respectfully Submitted,

PLEASE PROVIDE A COPY OF YOUR COMPANY'S W-9 Is your company a Minority (MBE) or Woman-Owned (WBE) company? If Yes, indicate here and provide certification with your quotes submission

SIGNATURE

DATE

PRINTED NAME TITLE

COMPANY NAME CONTACT PERSON (Must have knowledge of Quotes)

BILLING ADDRESS STREET CITY STATE ZIP

MAILING ADDRESS STREET CITY STATE ZIP

Proposal of Quotesder Page 2 – Continued

PHONE NUMBER (metro/toll free)

FAX NUMBER

E-MAIL ADDRESS

NO QUOTE: If response is not received in the form of a “Quotes” or “No Quotes” quotesder will be removed from quotes list. Please give a specific reason as to why you are unable to quotes, i.e.: we do not sell the required product/service.

No quotes may be faxed to: 972-389-9557

NOTICE TO QUOTESDERS

Quotes will be received by the city of Carrollton, Carrollton, Texas, at the office of Vince Priolo, Purchasing Manager, City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 or **via email**, until the hour of **11:30AM on the 22TH day of MARCH, 2018** at which time quotes duly delivered and submitted will be considered for supply the following:

ANNUAL QUOTE FOR POOL CHEMICALS & REPAIR SERVICES QUOTE # 18-012

Any quotes received after stated closing time will be returned unopened. If quotes are sent by mail to the Purchasing Manager, the quotesder shall be responsible for actual delivery of the quotes to the Purchasing Manager before the advertised date and hour for opening of quotes. If mail is delayed by the postal service, courier service, an ISP – internet service provider or in the internal mail system of the city of Carrollton beyond the date and hour set for the quotes opening, quotes thus delayed will not be considered and will be returned unopened.

Information concerning the quotes specifications may be submitted in writing to Kim Bybee, at kim.bybee@cityofcarrollton.com (please be sure to cc: purchasing@cityofcarrollton.com as well) or by phone at 972-466-9835.

Information on the quotes process/procedures may be obtained from the Purchasing Department via email to purchasing@cityofcarrollton.com and or by phone 972-466-3133.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all quotes, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Quotes will be submitted sealed and plainly marked with the date and time of opening.

The city of Carrollton Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for quotes openings, please contact the Purchasing Office 48 hours in advance at (972) 466-3105.

City of Carrollton, Texas



Vince C. Priolo
Purchasing Manager

Closing Date: THURSDAY, MARCH 22, 2018 @ 11:30AM

GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to the City's website:
www.cityofcarrollton.com/purchasing

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this quotes is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF QUOTES/CONTRACT

The successful quotesder may not assign their rights and duties under and award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

QUOTES CONSIDERATION / TABULATION

After quotes are opened and publicly read, the quotes will be tabulated for comparison on the basis of the quotes prices and quantities (lowest responsible vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all quotes, to waive technicalities, and to re-advertise for new quotes, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- **Discount for prompt payment. (provide detail on the Proposal Schedule page 11)**
- The purchase price;
- The reputation of the quotesder and of the quotesder's goods or services;
- The quality of the quotesders' goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The quotesder's past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the quotesder's goods or services; and
- Any relevant criteria specifically listed in the request for quotes or proposals.

QUOTES SUBMISSION

Quotes may be submitted in person, electronically or by mail.

- To submit a quotes electronically, all documents must be returned and a digital signature provided on the proposal to quotesders form. As an alternative to the digital signature, the quotes may be sent electronically and the proposal to quotesders form may be faxed to 972-389-9557. **This form is the only page that will be accepted via fax.**
- Submit quotes via email to bids@cityofcarrollton.com
- Submit quotes via mail to PO Box 110535, Carrollton, TX 75011-0535
- To submit a quotes via mail, all documents must be returned and an original signature provided on the proposal to quotesders sheet.
- Quotes will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Quotesders.

BRAND NAMES

If items for which quotes have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Quotes offering “equal” products will be considered for award if such products are clearly identified in the quotes and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the quotesder clearly indicates in their quotes that they are offering an “equal product”, their quotes shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CANCELLATION OF QUOTES

Quotes may be cancelled with 30 days written notice with good cause.

CHANGES OR ALTERATIONS

No part of this quotes may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made with out submission of a written request to this quotes will result in disqualification.***

COMPLETING INFORMATION

Quotesder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Quotes at the City’s option.

CONTRACT CLAUSE

All quotesders understand and agree that the vendor’s quotes response will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful quotesder, the city of Carrollton may procure the articles from other sources and hold the quotesder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Quotesder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each quotes. The city of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the quotesder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify

and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate quotes for the items requested. All recycled products should meet the minimum standards established in the quotes specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product quotes as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the quotes document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the quotes.

Successful quotesder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Carrollton. As such, the city of Carrollton has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the quotes price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this quotes is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All quotes shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of quotes. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Quotes which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

PROVISIONAL CLAUSES

The city of Carrollton will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF QUOTES

The City reserves the right to reject any or all quotes or to waive technicalities at its option when in the best interests of said City.

Quotes will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate quotes or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all quotes, and all quotes submitted are subject to this reservation. Quotes may be rejected, among other reasons, for any of the following specific reasons:

- Quotes received after the time limit for receiving quotes as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Quotesders may be disqualified and their quotes not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Quotesders.
- Reasonable grounds for believing that any Quotesder is interested in more than one Proposal for the work contemplated.
- The Quotesder being interested in any litigation against the City.
- The Quotesder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Quotes deposited with the City cannot be withdrawn prior to the time set for opening quotes. Request for non-consideration of quotes must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening quotes. After other quotes are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the quotes have been opened, and the Quotesder, in submitting the same, warrants and guarantees that this quotes has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such quotes will not and cannot be withdrawn because of any mistake committed by the Quotesder.

SALES TAX

The total for each quotes submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each quotes. The City cannot determine for the quotesder whether or not the quotes is taxable to the City. The quotesder through the quotesder's attorney or tax consultant must make such determination. Bills submitted for taxes after the quotes are awarded will not be honored.

SPECIAL CONDITIONS/INSURANCE REQUIREMENTS

Insurance Affidavit must be submitted with quotes to be considered. An insurance certificate will be required with 10 days of notice of award.

Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.

Automobile Liability: \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

Worker's Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$500,000.00 for each occurrence, \$500,000.00 Aggregate - Disease.

Other Insurance Provisions

1. The City be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to quotes coverage on its behalf. **Name of contract must be shown on certificate.**

2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.

3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.

4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Carrollton
Purchasing Division
P. O. Box 110535
Carrollton, Texas 75011-0535

6. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

Cancellation Policy must read as follows:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days written notice to the certificate holder named to the left.”

7. By signing the proposal sheet, the representative has read and understands all plans, specifications, general design standards involved with this project.

THIS FORM MUST BE TURNED IN WITH YOUR QUOTES

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this quotes document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Carrollton, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this quotes.

Agent Signature

Printed Name

Name of Insurance Carrier

Address of Agency

City

State

Zip

Phone #

Fax #

Email Address

Vendor / Contractor Name

Acknowledgement

Subscribed and Sworn before me by the above named _____

On this _____ day of _____, 2018

(seal)

Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract to the next lowest/responsible quoter meeting the specifications. If you have any questions concerning these requirements, please contact purchasing at 972-466-3133.

SPECIAL CONDITIONS

1. Prices quoted on supplying swimming pool chemicals will be firm for a twelve month period with the option to renew for two consecutive one – year periods provided both parties are in agreement.
2. Quantities as shown on the proposal sheet are estimates. City of Carrollton reserves the right to increase or decrease these quantities during this agreement upon usage.
3. The city of Carrollton reserves the right to cancel this agreement upon thirty- (30) days written notice.
4. Chemicals to be delivered and unloaded to either W.J. Thomas Splash Park, 1955 N. Perry, Rosemeade Park Swimming Pool Complex, 1334 East Rosemeade Parkway or Oak Hills Splashpad, 1210 E Hebron Pkwy.
5. The successful quoter will be required to perform weekly water testing and checking the chemical feeding system for proper operation as required. (BECSys 5 Automatic Feed System with Chemical Pumps .)
6. The successful quoter will be required to perform a quarterly water analysis on: Free Chlorine, Total Chlorine, Combine Chlorine, PH, Cyanuric Acid, Total Alkalinity, Calcium hardness, Magnesium hardness, Copper and Iron, and make recommendations to correct water balance.
7. The successful quoter for general equipment repairs must meet these minimum requirements: at least 5 years of experience working in the pool repair industry with public and semi-private pool operation to include 1) filter systems of at least 10 inches in diameter piping, 2) repairs on electrical motors up to 25 horsepower, 3) be factory trained to perform repairs and maintenance services on automatic chemical controllers and feeders (BECSys 5units).
8. Failure for quoter to perform on all items should be noted on quoters proposal schedule.
9. Quotes will be awarded by category. If the City receives incomplete quotes from all vendors on any given category, the City reserves the right to:
 - 1) reject all quotes for this category,
 - 2) award by individual line in this category, or
 - 3) award category by the most complete and responsive quotes.
10. **COST TO INCLUDE ALL SHIPPING AND ON SITE DELIVERY.**

18-012 POOL CHEMICAL & REPAIR - PROPOSAL SCHEDULE

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the quotes and are deemed to be advantageous to the City.

Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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CATEGORY 1

1.	16,000 Ga.	Sodium Hypochlorite 10%, Note: To be dispensed into on site storage tanks	_____	_____
2.	20	Hydrochloric Acid (15 gal. drums)	_____	_____
3.	4	Taylor Test Kit 2005	_____	_____
TOTAL CATEGORY #1				_____

CATEGORY 2

1.	105	Isocyanuric Acid (50 or 100lb. Drums)	_____	_____
2.	5	Soda Ash-Light (50 or 100 lb. Bags)	_____	_____
3.	40	Calcium Chloride 96% Anhydrous (50 or 100 lb. Bag)	_____	_____
4.	10	Granular Chlorine (100 lb. Drums) 65% FAC	_____	_____
5.	10	Sodium Bicarbonate Industrial Grade (55 lb. bags)	_____	_____
6.	20	Phosphate Remover (1 Gallon)	_____	_____
TOTAL CATEGORY #2				_____

CATEGORY 3

1.		General Equipment Laborer Repairs per hour	_____	_____
2.		Service charge if applicable	_____	_____
TOTAL CATEGORY #3				_____

CATEGORY 4

1.		General Equipment Laborer Repairs per hour	_____	_____
2.		Service charge if applicable	_____	_____

CATEGORY 5

1. Does your company allow any sort of discount for prompt payment; if so please list details/payment terms below (Please refer to **page 4 – Quotes Consideration “Best Value Options”**)

CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your quotes if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this quotes to determine if there is a conflict meeting the parameters listed above. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your quotes.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your quotes.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves As an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES

A new law in the state of Texas went into effect on January 1, 2016, which requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the Town prior to approval of the contract. More information can be found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once quotes evaluations take place by city staff , you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form to the city before City Council approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION

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

My address 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