



**REQUEST FOR SEALED PROPOSALS**

**SAN JUAN SPORTS COMPLEX FENCE  
TO INCLUDE  
MAYFIELD AND ARCAUTE FIELDS**

**RFP NO. 25-012-08-07**

## INVITATION TO BID

Sealed Proposals addressed to Lori A. Maldonado, Purchasing Agent, City of San Juan, 512 S. Nebraska Avenue, San Juan, TX 78589-2649 are to be received no later than **AUGUST 7, 2025, 3:00 p.m.**, for the **SAN JUAN SPORTS COMPLEX FENCE TO INCLUDE MAYFIELD AND ARCAUTE FIELDS** at which time they will be taken to the **SAN JUAN CITY HALL EOC ROOM LOCATED** at **512 S. NEBRASKA, SAN JUAN, TX 78589** and read aloud.

These general specifications, as completed by the bidder, shall become part of this bid proposal.

Bid shall be submitted in a sealed envelope marked:

**REQUEST FOR SEALED PROPOSALS  
SAN JUAN SPORTS COMPLEX FENCE  
TO INCLUDE MAYFIELD AND ARCAUTE FIELDS  
RFP NO. 25-012-08-07  
ATTN: LORI A. MALDONADO, PURCHASING AGENT  
CITY OF SAN JUAN  
512 S. NEBRASKA AVENUE  
SAN JUAN, TEXAS 78589-2649**

Specifications can be obtained by calling the Purchasing Division at (956)223-2204, by picking them up at the San Juan City Hall, 512 S. Nebraska Avenue, San Juan, Texas between the hours of 8:30 a.m. – 4:30 p.m., Monday thru Friday, or by downloading them from the City's web-site, [www.sjtx.us](http://www.sjtx.us).

A Pre-Bid Conference will be held conducted by the Owner on Monday, July 28, 2025 at 10:00 a.m. at the City of San Juan City Hall, located at 512 S. Nebraska, San Juan, Texas 78589.

A bid bond in the amount of 5% (5 percent) of the bid issued by any acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of San Juan or negotiable U.S. Government Bonds (as per value) may be submitted in lieu of the Bid Bond.

Be advised that if a company downloads the bid specifications from the web page and is contemplating on submitting a proposal to provide the SAN JUAN SPORTS COMPLEX FENCE TO INCLUDE MAYFIELD AND ARCAUTE FIELDS, the respondent must register with the Purchasing Division, so that any changes/additions via Addendum can be forwarded to the company. Please download the specifications on our website. Any communication regarding this RFP may contact Lori A. Maldonado, Purchasing Agent, via telephone at (956)223-2204 or via email to [lmaldonado@sjtx.us](mailto:lmaldonado@sjtx.us) including in the subject line "SAN JUAN SPORTS COMPLEX FENCE TO INCLUDE MAYFIELD AND ARCAUTE FIELDS – RFP NO. 25-012-08-07". In all emails, please include in the subject line the RFP name and number and in body of the email, the company's name, address, phone and fax number, as well as the contact person.

The City of San Juan reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best value for the City, and hold the proposals for a period of 60 days without taking any action. Proposals submitted past the aforementioned date and time will not be accepted. Caution to those submitting proposals; those not in the proper form may be rejected.

CITY OF SAN JUAN  
TERMS AND CONDITIONS

Please read the specifications/requirements thoroughly and be sure that the service of removing existing fence, posts and gates and installing new fence, post and gates complies with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated on letterhead attached to proposal. If no exceptions are noted, and you are the successful Respondent, it will be required that the service to removing existing fence, posts and gates and installing new fence, post and gates be provided as specified by the proposal.

PURPOSE

The purpose of these specifications/requirements and proposal documents are to execute a contract for:

**REMOVING EXISTING FENCE, POSTS AND GATES AND INSTALLING NEW FENCE, POSTS AND GATES at the SAN JUAN SPORTS COMPLEX located at 1419 S. San Antonio Ave., San Juan, Texas, 78589**

INTENT

The service to REMOVE EXISTING FENCE, POSTS AND GATES AND INSTALL NEW FENCE, POSTS AND GATES under this RFP shall be in accordance with these specifications/requirements. All specifications/requirements shown are minimum. There is no intention to disqualify any Respondent who can meet these specifications.

SUBMITTAL OF RFP

Proposals shall be submitted in a sealed envelope; the envelope must have the respondents name and return address and be marked on the outside as follows:

**REQUEST FOR SEALED PROPOSALS  
SAN JUAN SPORTS COMPLEX FENCE  
TO INCLUDE MAYFIELD AND ARCAUTE FIELDS  
RFP NO. 25-012-08-07  
ATTN: LORI A. MALDONADO, PURCHASING AGENT  
CITY OF SAN JUAN  
512 S. NEBRAKSA AVENUE  
SAN JUAN, TEXAS 78589-2649**

Respondents shall be required to submit proposal on the Request for Proposal form. Proposals submitted by fax or electronically will not be accepted. Submittal of a proposal in response to this Request for Proposals constitutes an offer by the Respondent and if accepted by the City constitutes a Contract. Proposals which do not comply with these specifications/requirements may be rejected at the option of the City. Proposals

must be filed with the City of San Juan, before opening day and hour. No late proposals will be accepted. Proposals cannot be altered or amended after the opening time of the RFP. Any changes made before opening time are to be initialed to guarantee authenticity. Person signing proposal must show title or authority to bind his/her firm in a contract.

Respondent shall submit their proposal via a complete one (1) Original, one (1) Copy and an electronic PDF file (USB) along with their supporting documentation, to be presented in a City Commission meeting.

#### LITIGATION SUMMARY

A litigation summary that briefly describes any claims or lawsuits that have been filed within the last ten (10) years against the respondent individual or firm that relates to the services performed by the respondent individual or firm must be submitted. Identify the claim or lawsuit by naming the adverse party, case number, jurisdiction where filed and current status and/or outcome of the claim or lawsuit. **If no summary is given or if a general statement is given that refers the City to inquire with a respondent individual's counsel or firm's counsel, the RFQ, RFB, RFP or CSP may be considered NON-RESPONSIVE and eliminated from consideration.** This statement may be submitted as a separate document, but must be provided at the same time that the RFQ, RFB, RFP or CSP is submitted.

#### SALES TAX

State sales tax must not be included in proposal.

#### SUBSTITUTIONS

No substitutions or cancellations permitted without written approval from the City of San Juan.

#### NO PROPOSAL RESPONSE

If unable to quote, Respondent should return inquiry giving reasons. Failure to comply will obligate the City of San Juan to remove non-responsive Respondents from Respondent's list.

#### VARIATIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. Any parts not specifically mentioned which are necessary for the service shall be furnished by the successful Respondent.

#### TIME ALLOWED FOR ACTION TAKEN

The City may hold proposals for 60 days after RFP opening without taking any action. Respondents shall be required to hold their proposals firm for the same period of time.

### RIGHT TO REJECT/AWARD

The City of San Juan reserves the right to refuse and reject any or all proposals, and to waive any or all formalities or technicalities, and to make sure awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

### INDEMNIFICATION CLAUSE

Respondent agrees to indemnify and hold the City of San Juan harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the City of San Juan and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. The Respondent further agrees to indemnify and save harmless the City, the Purchasing Division and City Staff, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request to the Purchasing Division, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### PAYMENT

The City of San Juan will execute payment by mail in accordance with the State of Texas Prompt Payment Act after REMOVING EXISTING FENCE, POSTS AND GATES AND INSTALLING NEW FENCE, POSTS AND GATES has been found to meet the City of San Juan specifications/requirements. No other method of payment will be considered. Invoices are to be submitted to the City of San Juan Accounts Payable for services rendered. This project will be initiated by a City of San Juan Purchase Order. A valid, numbered purchase order will be emailed or faxed to the vendor by the City of San Juan Parks & Recreation Department or City of San Juan employee.

### ASSIGNMENT

Neither the Respondents' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Division for the City of San Juan.

### INTERPRETATIONS

Any questions concerning the REMOVING EXISTING FENCE, POSTS AND GATES AND INSTALLING NEW FENCE, POSTS AND GATES with regards to this request for proposals shall be directed to the designated individuals as outlined in the proposals. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered in binding unless provided in writing by the City of San Juan in accordance with paragraph entitled "Addendum."



### STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Respondent to comply with all applicable State and Federal laws, Executive Orders, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents (to include issues related to health, environmental, and safety to name a few).

### RIGHT TO WAIVE

The City of San Juan reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of San Juan.

### HUB CERTIFICATION

State Certified "HUB (Historically Underutilized Businesses) vendor(s) are asked to provide a copy of their certification, if they have not previously done so (information to be emailed to the Purchasing Division at [lmaldonado@sjtx.us](mailto:lmaldonado@sjtx.us)).

### CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the Respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by the Respondent may not be considered confidential under Texas Law, or pursuant to a court order.

### VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor on contract.

### MATHEMATICAL ERRORS

In the event that mathematical errors exist in any proposal, unit prices/rates -vs- totals, unit prices/rates will govern.

### PAST PERFORMANCE

Respondents are advised that past performance as it relates to product and/or service on purchase/service/supply contracts previously held with the City shall be a factor in the award of this contract. The City's position on this matter shall be final.

### JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

### CONFLICT OF INTEREST

Respondents are advised that they must be in compliance with the law mentioned below:

#### CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code 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 records administrator of the City of San Juan no 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.

For more information or to obtain Questionnaire CIQ, go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). If you have any question about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirements. Related forms included in RFQ packet are to be completed and returned with RFQ.

The City of San Juan City Commission and City Manager are as follows:

- Mayor Mario Garza
- Mayor Pro-Tem Marco "Markie" Villegas
- Commissioner Mario Cantu
- Commissioner Gilbert Garza
- Commissioner Jesus "Jesse" Ramirez

City Staff include:

- Tirso Garza, Interim City Manager



- Ruben Guajardo, Parks & Recreation Director
- Leroy Gonzales, Director of Finance
- Lori A. Maldonado, Purchasing Agent

Appendix A, Conflict of Interest Questionnaire must be completed and returned within an entire completed copy of this RFP NO. 25-012-08-07. See included example on how the form can be completed.

Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix A. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

#### DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Juan;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

#### FORM 1295 CERTIFICATE OF INTERESTED PARTIES

Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

#### INSURANCE REQUIREMENTS

The Respondent agrees to carry adequate General Liability and Automobile Liability Insurance as mandated by state law, as well as, Worker's Compensation insurance as mandated by Preamble 110.110. Respondent will be responsible to provide necessary insurance as required by the City of San Juan as follows:

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Comprehensive General Liability	\$1,000,000 each occurrence
(City Name as additional insured)	
Bodily Injury & Property Damage Aggregate	\$1,000,000 each occurrence
Comprehensive auto	\$1,000,000 each occurrence

#### **BUDGET APPROVAL**

For purposes of this project, award will be contingent on approval of budget.

#### **METHOD OF AWARD**

Respondents are advised that the City of San Juan reserves the right to award this contract to the lowest responsible respondent or the respondent that ranked the highest, therefore providing the best value. Factors and weights to be considered to determine respondent providing the best value are as noted on the specification/requirements.

#### **FAILURE TO COMPLETE PROJECT**

Respondents are advised that failure to complete the project within the time frame(s) allowed (after award of contract by fax, mail or by telephone order), shall be grounds for termination of contract. In the case of termination, written notice shall be given to the successful vendor and complete contract shall be severed.

#### **COMPLETION DATE**

The COMPLETION DATE of project is to be completed within sixty (60) days from when Notice To Proceed has been issued by the Owner. Termination of contract will be in written form.

#### **TERMINATION**

The City of San Juan reserves the right to terminate the contract if, in the opinion of the City of San Juan, the successful vendor's performance is not acceptable, no funds are available, or the City wishes, without cause, to discontinue the contract. Termination will be in written form allowing a thirty (30) day notice. The Respondent shall be afforded the same right to terminate the contract in the same manner.

#### **COST OF PREPARATION**

The City of San Juan is not liable for any costs incurred by respondents or contractors prior to issuance or entering into a contract. Costs associated with developing the proposal and any other expenses incurred by the contract in responding to the RFP are entirely the responsibility of the respondent and shall not be reimbursed by the City of San Juan.

### PROFESSIONAL SERVICES

This proposal does not include services that are required to be procured under Chapter 2254 Professional Services Procurement Act of the Texas Government Code, such as architects and engineers.

### ACCPETANCE OF PROPOSAL CONTENT

By submitting a response to this RFP, each respondent affirmatively accepts and consents to the terms and conditions to this request for proposal contract in its entirety, except to the extent specifically set for in its response. The mandatory RFP requirements, including addenda, shall become contractual obligations if a contract ensues. An official authorized Purchase Order, Certificate of Liability Insurance, with worker's compensation, naming the City of San Juan as an additional certificate holder is required to be in place before services begin.

### DEVIATIONS

If a vendor intends to deviate from the standard terms and conditions, specifications, or other requirements associated with solicitation, the vendor must list or reference all such deviations, with complete and detailed information regarding the deviations, on a separate sheet of paper and submit it with the bid submittal. The City will consider any deviations in its award decision, and reserves the right to accept or reject the bid based upon any submitted deviations. In the absence of any deviation identified and described in accordance with this solicitation, the vendor asserts that it will fully comply with the standard terms and conditions, specifications, and all other requirements associated with this solicitation if awarded a contract.

### WARRANTY, IF APPLICABLE

Contractor shall provide warranty details for parts and labor on proposal form. All materials used on any project shall be new and, if applicable include a manufacturer's warranty.

### EVALUATION CRITERIA/SELECTION PROCESS

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.

The City will select the most highly qualified contractor of the requested services based on demonstrated competence and qualifications.

The City will evaluate all responses based on the qualifications, bidder who will provide best purchase price, respondent past relationship with the City, quality of bidders goods/services, goods/services meets the City's needs, long-term cost to acquire goods/services to the City and any relevant criteria specifically listed in the sealed proposal.

The City's process is as follows:

- A. The selection committee shall screen and rate all of the responses that are submitted. Selection ratings will be based on 100-point scale Ratings shall be based on the following criteria:

1. Proposal Cost .....40 Points
2. Project team & experience ..... 30 Points
3. Previous Projects & references ..... 30 Points

## INSTRUCTION TO RESPONDENTS

### San Juan Sports Complex Fence Estimated Dimensions

#### **PERIMETER: Eight (8) FT. Galvanized Chain Link Fence**

- a. 1,010 FT. that includes Two (2) 20 FT. sliding gates, one (1) four (4) FT. gate and two (2) 6 FT. swing gates

#### **MAYFIELD FIELD: Six (6) FT. Galvanized Chain Link Fence**

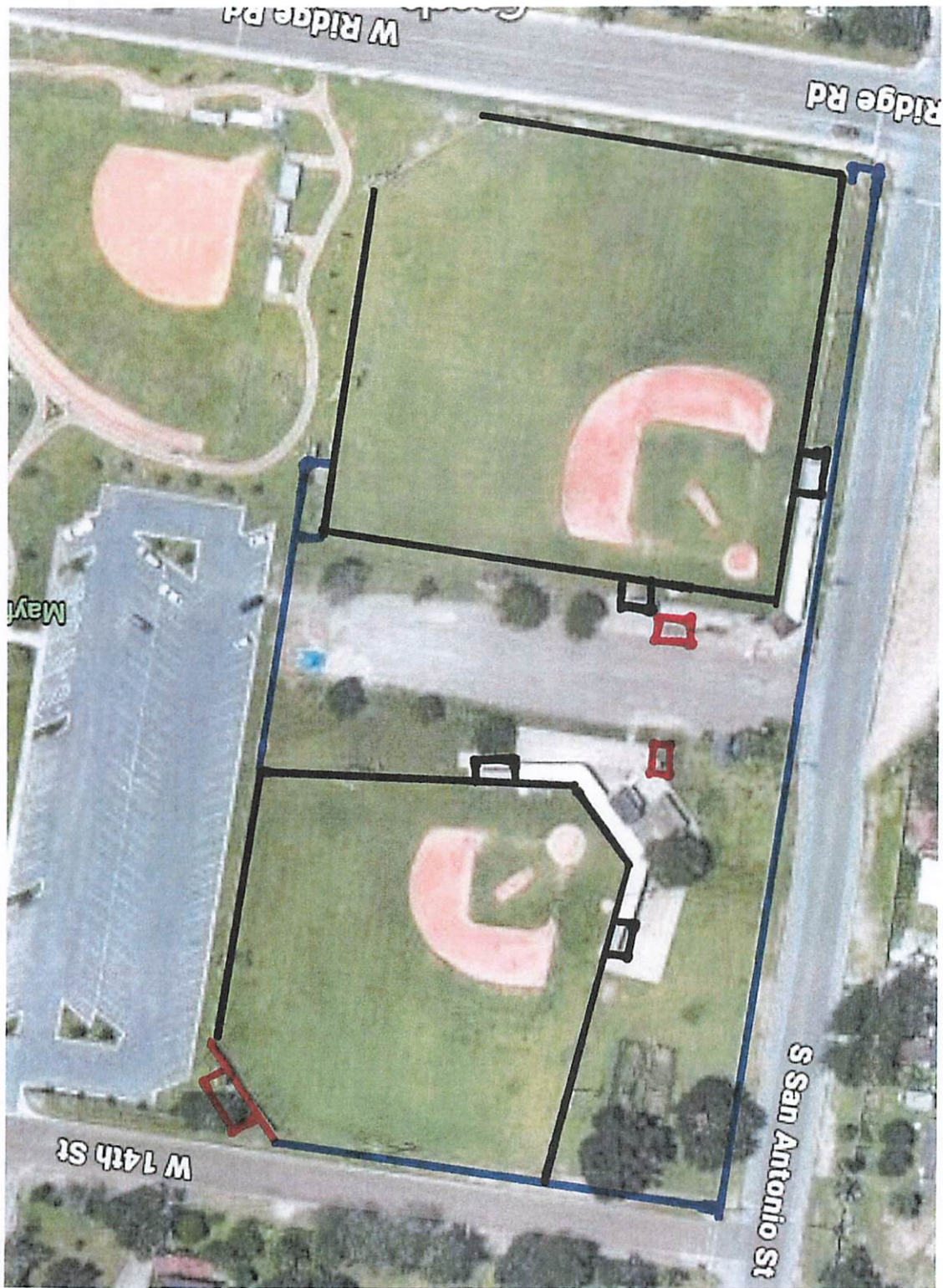
- a. Eight Hundred Ten (810) FT. that includes two (2) twenty (20) FT. X nine (9) FT. dugouts, two (2) three (3) FT. gates for dugouts, two (2) six (6) FT. swing gates on the right field. This includes one hundred seventy-six (176) FT. that will have thirty to thirty-five (30-35) FT. in height from dugout to dugout
- b. One Hundred Sixteen (116) FT. enclosure for the flag poles and light circuit breaker – six (6) FT.
- c. Sixty-two (62) FT. electrical power enclosure with a three (3) FT. gate
- d. Sixty-Seven (67) FT. of cedar fence center field

#### **ARCUATE FIELD: Six (6) FT. Galvanized Chain Link Fence**

- a. One Thousand Twenty (1,020) FT. that includes two (2) twenty (20) FT. x nine (9) FT. dugouts, two (2) three (3) FT. gates for dugouts, two (2) six (6) FT. swing gates on the left field. This includes two hundred (200) FT. that will have thirty to thirty-five (30-35) FT. in height from dugout to dugout
- b. Fifty-two (52) FT. with three (3) FT. gate door to enclose light switches

SEE PHOTO OF SAN JUAN SPORTS COMPLEX FENCE AND BALL FIELDS TO BE REPLACED





The City may hold proposals 60 days after opening without taking any action. Respondents are required to hold their proposal firm for the same period of time.

The City of San Juan reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of San Juan.

Respondent will carefully examine RFP forms, specifications, and instruction to Respondents. Should the Respondent find discrepancies in, or omissions from RFP forms, specification, or other documents, or should he/she be in doubt as to their meaning, he/she should notify Lori A Maldonado, Purchasing Agent.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Telephone No: \_\_\_\_\_

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

# CITY OF SAN JUAN, TEXAS CONTRACT AGREEMENT

An agreement made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by  
and between \_\_\_\_\_ of \_\_\_\_\_.  
(Name) (City and State)

Herein after called the Firm and the City of San Juan, Texas, hereinafter called the City, **WITNESSETH**, that the Firm and the City for the consideration hereinafter named, agree and as follows:

1. That the entire Request for Proposal including all documents provided in the Request for Proposal hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Firm shall perform all of the work as set forth in this Proposal in strict accordance with the specifications, which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the City agrees to pay to the Vendor the amounts provided in the attached Proposal, being the product of the unit prices therein set forth, used during performance of the contract, all in the time and manner as set forth in the Contract Documents.

**WITNESS:**

(Firm Name)

(Signature/Title)

City of San Juan  
(Owner's Name)

Mayor's Signature \_\_\_\_\_

Interim City Manager's Signature

ATTEST:

City Secretary

City Attorney

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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