

Toledo Bend Project Joint Operation

Request for Proposals

RFP #25-002

**Engineering Services 5-year MSA Renewal for
Toledo Bend Project Joint Operations**

May 2025

Authority General Office
12777 Hwy. 87 N.
Orange, TX 77632
409.746.2192

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Section 1. Request for Proposals

1A. General Notice

In accordance with the provisions of Chapter 49 of the Texas Water Code, Texas Government Code 2254 (Professional Services Procurement Act) and Louisiana State Statutes RS 38:2310 thru 38:2318, The Sabine River Authority (TBPJO) is requesting qualifications based responses to contract with a Professional Consultant(s) ("Consultant"), which must be sole proprietorship(s), partnership(s), corporation(s), or other legal entity/entities registered to do business in both the States of Texas and Louisiana with considerable experience and expertise in engineering services.

This Request for Proposal is to solicit a response from qualified persons or firms to provide engineering services to the Sabine River Authority and enter into 5-year service agreements. TBPJO is seeking firms with experience in aspects of engineering to support the Toledo Bend Joint Operation (TBPJO) dam, spillway, and powerhouse operations of the TBPJO facilities and be pre-qualified on an engineering services list approved by the Board of Directors.

At TBPJO, our goal is to purchase goods and services that are determined to be the best value to meet our business needs. We support open, fair, and unrestricted competition in selecting products and services with equal opportunity provided to all qualified parties including small business enterprises and Historically Underutilized Businesses.

1B. Overview

The Toledo Bend Project (FERC Project No. 2305) is located on the Sabine River on the boundary of Texas and Louisiana. It is jointly owned by the Sabine River Authority of Texas and the Sabine River Authority, State of Louisiana, which together manage the Toledo Bend Project Joint Operation (TBPJO). Toledo Bend Project consists of the main embankment section, three saddle dikes, the gated spillway, and the powerhouse which houses a hydroelectric power plant. Toledo Bend Dam is classified as high hazard by the Texas Commission on Environmental Quality (TCEQ), LADOTD, and FERC based on its potential for loss of life and property damage.

The purpose of this Request for Proposal (RFP) is to solicit proposals for Professional Engineering Services to perform engineering services related to, but not limited to, the following:

- Inspection of FERC & TCEQ High Hazard earthen embankment dams
- Louisiana DOTD dam safety
- Hydro Power Generation
- Electrical Substation Design and Operations
- Geotechnical Services and Materials Testing
- Groundwater instrumentation and Monitoring
- Inclinator Equipment Maintenance and Monitoring
- Assistance with Compliance with FERC Guidelines, Rules, and Regulations as well as FERC Part 12 D Comprehensive Assessments, and Inspections.
- Hydraulics and Hydrology
- Mechanical and Hoist
- Structural
- Environmental and Regulatory

TBPJO reserves the right to select a single consultant or team of consultants to perform the required services for the entire project(s) or to separate the project(s) into multiple packages and select separate consultants for each package. As such, the TBPJO has need of a professional firm to provide all necessary professional services required for implementing the project. Qualified firms or teams of firms should be able to demonstrate qualifications and experience in order to qualify.

1C. Point of Contact and Communications

To ensure fairness during the procurement process, until an Agreement is executed, Proposers and their employees, representatives and agents shall not contact any TBPJO staff, member of selection committees where applicable, Board member, or any other official employee, representative or Advisor of the TBPJO involved with this procurement process other than the Point of Contact identified in this RFP. All communications and direct questions regarding this RFP and Project are to be submitted by email specifically referring to this RFP, to the Point of Contact.

Point of Contact: Stephanie Stanley

Email Address: purchasing@sratx.org

1D. Communication and Modifications

Modifications to the RFP can only be made by written addenda. All communications are subject to distribution to all Proposers except that TBPJO will endeavor to prevent disclosure to other Proposers, information unique to a particular Proposer or otherwise identified as proprietary or confidential by a Proposer. The TBPJO will share with all Proposers all addenda to this RFP including any revisions based on its review of proposer comments and questions regarding this RFP. TBPJO disclaims the accuracy of information derived from any source other than the Point of Contact identified above, and the use of any such information is at the sole risk of the Proposer. Only answers and responses issued by formal, written addenda shall be final and binding upon the TBPJO. Oral and other interpretations shall be without legal effect and Proposer shall not rely on such oral and other interpretations.

1E. Delivery of Proposals

For the Proposal to be accepted, the proposal must be received in one of the following manners no later than **5:00 p.m. CST on June 6, 2025**. Proposals received after this time will be rejected and returned unopened.

- (1) **Electronic Transmission.** Email transmission to purchasing@sratx.org. Emailed proposal submissions shall be an attachment, in a Portable Document Format (PDF). Proposals shall be clearly identified in the Subject line as follows: **Request for Proposal-Engineering Services 5-year MSA Renewal (RFP#25-002)**.
- (2) **Mail-In or Hand Delivery.** Mailed by commercial carrier, overnight or express mail, or hand delivery of one sealed clearly identified original signed paper copy submission may be accepted by the Purchasing department or other designee up to the proposal submission deadline contained in the solicitation at address below.

Authority General Office

Sabine River Authority of Texas
12777 State Highway 87
Orange, TX 77632
(Monday – Friday 8:00 a.m. to 4:30 p.m. excluding Holidays)

TBPJO shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's proposal is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the proposal opening.

TBPJO assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Proposer.

Section 2. Instructions for Proposers

2A. RFP

This RFP and any other RFP information may be obtained through the point of contact identified in Section 1C above.

It is the proposer's responsibility to determine that a complete set of documents are received.

TBPJO assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete RFP.

Proposers are required to submit a proposal for consideration to receive any subsequent award of an Agreement for Services.

Prior to the submission deadline stated in this RFP, submit all questions about the meaning or intent of the RFP, addenda, and the related supplemental information to the Point of Contact as indicated in the RFP. Interpretations or clarifications considered necessary by the TBPJO in response to such questions will be issued by Addenda. Questions received less than 7 days prior to the date for opening of proposals may not be answered.

2B. Submittal

Proposers are required to submit a proposal for consideration for services. The proposal shall be completed and submitted in accordance with Section 3 of this RFP. Before submitting a proposal, all respondents shall examine the complete RFP documents. By execution and submission of this proposal, the respondent hereby represents and warrants to the TBPJO that respondent has read and understands the RFP documents and the proposal is made in accordance with the RFP documents.

Before submitting a proposal:

- (1) Examine and carefully study the RFP, including any addenda and the related supplemental information identified in the RFP.
- (2) Become familiar and satisfied with all federal, state, and local laws and regulations that may affect progress, or any provisions of the Services.
- (3) Carefully study and correlate the information known to Proposer with the RFP, addenda and the related supplemental information identified in the RFP.
- (4) Promptly give the Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that are discovered in the RFP, addenda, and the related supplemental information.

All materials submitted are subject to the Texas Public Information Act (PIA) and the Louisiana Public Record Law. Any information submitted shall be considered non-confidential and available to the public, except as follows:

In the event a firm considers a specific portion of their proposal to be confidential and subject to an exception to disclosure under the applicable laws, such portion must be clearly identified and marked "CONFIDENTIAL." Do not mark an entire proposal confidential, as this is not in conformance with the PIA and is not acceptable. Only the specific portion or portions of the proposal that the firm considers to be confidential pursuant to the PIA should be marked. IF AN ENTIRE PROPOSAL IS MARKED CONFIDENTIAL, THE TBPJO WILL NOT TREAT ANY PORTION OF THE PROPOSAL AS CONFIDENTIAL AND THE PACKET MAY BE REJECTED AS NON-CONFORMING. The TBPJO will honor notations of confidentiality in accordance with this paragraph and decline to release such information initially; however, final determination of whether a particular portion of a proposal may in fact be withheld pursuant to the applicable laws will be made by the Texas and Louisiana Attorney General or a court of competent jurisdiction.

In the event that a public information request is received for a portion of a proposal that has been marked confidential, the TBPJO will ask the affected firm if the information may be released. If the release is agreed to, the TBPJO shall release the information.

If the release is denied, the matter shall be referred to the Texas and Louisiana Attorney General's Office in accordance with the process set forth in the applicable laws. The firm shall be fully and solely responsible for submitting arguments and evidence within the statutory timeframes to the Texas and Louisiana Attorney General's Office regarding its claim of confidentiality. TBPJO will NOT submit arguments on behalf of the Bidder.

The Texas and Louisiana Attorney General's Office shall rule on the matter. In the event that it is determined by opinion of the State(s) Attorney General or court of competent jurisdiction that such information may not be withheld, then such information will be made available to the requestor. If it is determined that the information may be withheld, TBPJO will withhold the information from the requestor.

2C. Withdrawal of Proposal

Proposers may withdraw a proposal by providing a written request, duly executed by an authorized representative, and delivered to the TBPJO at any time prior to the submittal deadline or within 24 hours after opening. If withdrawal is after proposals are opened, the written request shall demonstrate to the reasonable satisfaction of TBPJO that there was a material and substantial mistake in the preparation of its proposal. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the proposer.

2D. Evaluation of Proposals

Material misstatements and/or inaccuracies in the information submitted in the proposal that were relied upon for evaluation, scoring and ranking may be grounds for rejection of the proposal for this Project. Any material misstatements and/or inaccuracies, if discovered after award of the Agreement may be grounds for immediate termination of the Agreement, at the TBPJO's sole discretion.

Submission of a proposal indicates proposer's recognition and acknowledgement that subjective judgments must be made during the evaluation of the proposal.

To be deemed responsive, proposals must be prepared thoroughly, be responsive to the requirements and criteria contained in the RFP, demonstrate an ability to meet the requirements of the RFP and conform to the material terms and/or conditions of the RFP, all as determined solely by the TBPJO. TBPJO will reject a proposal if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the RFP or contains information that does not appear to demonstrate an ability to meet the RFP requirements, all as determined solely by the TBPJO. The TBPJO will apply reasonable judgment and discretion in deciding whether a proposal is responsive.

Each proposal shall present the assumptions that the proposer has incorporated into its proposal. Neither the acceptance by the TBPJO of a proposal, nor the participation of the TBPJO at any interview with the proposer, shall in any way be interpreted as an agreement or approval by the TBPJO that the assumptions are reasonable or correct or that the TBPJO accepts any liability for the proposer. The TBPJO specifically disclaims responsibility or liability for any proposer's assumptions in developing its proposal.

The proposal will be evaluated based on criteria stated in section 3B of this solicitation.

2E. Rights and Reservations of the TBPJO

In connection with this request, the TBPJO reserves to itself all rights (which rights shall be exercised by the TBPJO at its sole discretion) available to it under applicable law, including, without limitation, the following with or without cause and with or without notice:

- (1) The right to cancel, withdraw, postpone, or extend RFP in whole or in part at any time prior to the award of the Agreement without incurring any obligations or liabilities.
- (2) The right to issue a new RFP or to revise and modify, at any time prior to the proposal submittal date, information included in the RFP including but not limited to the dates

set or projected and factors to be considered in evaluating proposals and the responsibilities of the proposers.

- (3) The right to modify the procurement schedule.
- (4) The right to waive deficiencies, informalities and irregularities in a proposal and accept and review a non-conforming proposal.
- (5) The right to suspend and terminate the procurement process or to terminate evaluations of proposals received at any time.
- (6) The right to correspondence with the proposers to seek an improved understanding of proposals at any time.
- (7) The right to request an interview with any or all proposers during the evaluation period.
- (8) The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the proposals.
- (9) The right to appoint and change appointees of any selection committee.
- (10) The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- (11) The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this RFP.
- (12) The right to seek clarifications from any proposer to fully understand information provided in the proposal.
- (13) The right to request additional information from a proposer during the evaluation of proposals.
- (14) The right to reject a proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP.
- (15) The right to conduct an independent investigation of any information, including prior experience identified in a proposal by contacting project references, accessing public information, contacting independent parties or any other means.

2F. Criteria for Award

TBPJO will select the most highly qualified respondent on the basis of demonstrated competence and qualifications and then attempt to negotiate a contract at a fair and reasonable price with that respondent. If a satisfactory contract cannot be negotiated with the most highly qualified respondent, the TBPJO will select the next most highly qualified respondent and attempt to negotiate a contract with that respondent at a fair and reasonable price.

Section 3. Proposal Submittal

3A. Requirements for the Proposal

The proposal must include, as a minimum, the information described in this Section. Failure to submit the required information in the RFP may result in the TBPJO considering the proposal as non-responsive and may result in rejection by the TBPJO.

To be valid, proposals must be signed by an authorized person. By such signature, respondents agree to strictly abide by the terms, conditions, and scope of services embodied in this RFP.

The proposal should not exceed twenty-five (25) pages including transmittal letter and attachments; and excluding covers and plain section dividers. Proposals shall be formatted on single side 8 ½" by 11" pages with not less than 1-inch margins, not less than 1.25-line spacing and not less than 11-point font.

Proposers are instructed to limit the information included in the proposal to the information necessary to demonstrate the technical, financial, and other qualifications and experience for the Project and any other information specifically requested in this RFP. Proposals should be prepared in a straightforward and concise manner. The TBPJO is not interested in receiving marketing brochures, promotional material, generic narratives, elaborate binding, colored displays, etc. in the proposals. Emphasis should be placed on clarity and completeness of content and responsiveness to the RFP requirements.

3B. Proposal Format

The proposal shall be submitted in the following format as indicated below.

- (1) **Transmittal Letter** - Provide the transmittal letter shown on pages 10 – 12, signed by an officer of the respondent firm who has the authority to commit the firm to the work, which includes a brief narrative of the services the firm would provide including the approach, methodology, deliverables, and client meetings to be provided.
- (2) **Firm Background** - Provide general information regarding the consultant firm, years in business, location of office(s) that would provide service to the TBPJO, total number of registered professionals and support staff available.
- (3) **Team Organization and Experience** – Provide a description of the people or persons that will be assigned to various projects, including the designated principle in charge/client manager. TBPJO realizes the need for changes in assignments from time to time, however TBPJO requests that re-assignment of a project manager be made only after mutual agreement by TBPJO. For each team member provided, please include the following information:
 - a. Name
 - b. Position/Title within the respondent's firm
 - c. Role/responsibility
 - d. Current office location
 - e. Experience relevant to the specific aspects and anticipated services.
- (4) **Recent/Current Projects** - Provide client contact name, current phone number and email address for similar entities and work provided in the United States for which the Respondent Firm completed within the last five calendar years, and for similar projects and reservoirs over 500,000 acre-ft of storage for which the Respondent Firm is currently under contract to provide related services.
- (5) **Experience Matrix** – Complete the attached matrix showing experience in relevant types of services/projects and staff members that are competent in each area of service.

- (6) **Insurance** - Provide a copy of the firm's certificate of insurance showing appropriate coverage for professional liability, general liability, auto and workers compensation as noted in the Master Service Agreement.

Section 4. Additional Information

4A. General

This RFP does not commit TBPJO to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of Qualifications and subsequent discussions, interviews, and/or presentations in anticipation of a contract.

TBPJO retains the right to contract directly with design consultants, surveyors, geotechnical consultants, materials testing firms, and other specialty consultants.

TBPJO retains the right to approve or disapprove of all subconsultants.

The Professional Engineering Consultant shall abide by the terms and conditions stipulated in a Master Services Agreement (MSA) executed between TBPJO and the Consultant. A copy of the current MSA is included as an exhibit for reference.

4B. Conflict of Interest

Pursuant to Chapter 176 of the Local Government Code and Louisiana Code Of Governmental Ethics R.S. 42:1101, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity must disclose in the Conflicts of Interest Questionnaire Form (CIQ) the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the CIQ must be filed with the TBPJO Procurement Officer no later than seven (7) days after the date the person begins contract discussions or negotiations with the TBPJO or submits an application or response to a Request for Bids, correspondence, or another writing related to a potential agreement with TBPJO. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the CIQ is attached. If you have any questions 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 requirement. An offense under Chapter 176 carries a penalty up to a Class A misdemeanor.

4C. Equal Opportunity

TBPJO provides equal opportunity for all qualified parties including Historically Underutilized Businesses (HUBs). If your organization or any associated sub-contractors on the project are a certified HUB with the State of Texas, please submit documentation of the certified organization, including description of the work, percentage of the contract expected to be completed by the HUB, and the certification number of the HUB.

Toledo Bend Project Joint Operations

SOQ Transmittal Letter

(To be on Proposer Letterhead)

Toledo Bend Project Joint Operations
12777 Hwy 87 N
Orange, TX 77632

_____ (Proposer) hereby submits its Proposal for **Request for Proposal – Engineering Services 5-year MSA Renewal (RFP#25-002)**. Proposer accepts all the requirements, terms, and conditions of the RFP. The proposal will remain subject to acceptance for sixty (60) days after the opening of proposals.

In submitting this proposal, Proposer certifies, represents, and warrants, that:

- A. The submittal of the RFP has been duly authorized by, and in all respects binding upon, the proposer.
- B. The undersigned declares that it is the proposer or by holding the position below indicated is authorized to execute this Transmittal Letter on behalf of the proposer and that all representations made on this form are true and accurate.
- C. Proposer has examined, carefully studied, and understands and agrees to be bound by the requirements of the RFP, the other related information identified in the RFP, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

- D. All information and statements contained in the proposal are current, correct, and complete and are made with full knowledge that the Sabine River Authority of Texas will rely on such information and statements in evaluating the proposal.
- E. The submission of this RFP will constitute an incontrovertible representation by proposer that the proposer has complied with every requirement of the RFP and Addenda without exception.
- F. Proposer acknowledges that it is aware and understands the requirements of Chapter 176 of the Texas Local Government Code and Chapter 15 of Title 42 of the Louisianan Revised Statutes (La. R.S. 42:1101). The proposer is solely responsible for complying with such requirements.
- G. Proposer certifies that each professional that is a team member was selected based on demonstrated competence and qualifications, in the manner provided by the Texas Government Code Section 2254.004 and Louisiana R.S. 39:1595.

- H. Proposer acknowledges that it is aware and understands the requirements of Chapter 2252.908 of the Texas Local Governmental Code including but not limited to Form 1295- Certificate of Interested Parties and R.S 42:1111-1121 of the Louisiana Code of Government Ethics.
- I. Texas Government Code Chapter 2270 and Louisiana R.S. 39:1602.1 requires that a governmental entity may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; (2) will not boycott Israel during the term of the contract. Proposer certifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement/Contract should it be awarded to the proposer.
- J. Texas Government Code Chapter 2274 and requires that a governmental entity may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that it:(1) does not boycott power companies, (2) will not boycott power companies during the term of the contract. Proposer certifies that it does not boycott power companies and will not boycott power companies during the term of the Agreement/Contract should it be awarded to the proposer.
- K. Texas Government Code Chapter 2274 and Louisiana R.S. 39:1602.2 requires that a governmental entity may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- L. Proposer acknowledges that it is not aware of any existing or known future material adverse condition or change(s) in its financial position that would detrimentally impact its ability to provide services provided herein.
- M. Proposer is familiar with and is satisfied as to all federal, state, and local Laws and regulations that may affect furnishing the Services.
- N. Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that proposer has discovered in the RFP and the written resolution thereof by the Owner is acceptable to the proposer.
- O. Proposer has provided evidence of its authority to do business in the State of Texas and the State of Louisiana which included such evidence with this Form. Alternately and if selected, proposer will covenant, with its execution of this Form, to obtain and submit evidence of such authority to the Owner not later than the date of its execution of the Agreement/Contract.
- P. Proposer further represents that this proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal; proposer has not solicited or induced any individual or entity to refrain from making a proposal; and proposer has not sought by collusion to obtain for itself any advantage over any other proposer or over the Owner.

The principal contact person who will serve as the interface between the Owner and the Proposer for all communications during the procurement period is:

Name: Stephanie Stanley

Title: Accounting and Procurement Specialist

Address: 12777 Hwy 87 N. Orange, TX 77632

Telephone: 409-746-2192

Email: sstanley@sratx.org

This proposal is submitted by:

Name of Proposer and identification of
Proposer
(Individual; Corporation; Partnership; Joint
Venture; other-specify):

If a Joint Venture, the Transmittal Form must be signed
by authorized representatives of all members of the Joint
Venture.

For a corporation indicates the state of incorporation
with the corporate address. For a limited liability
company indicates the state in which company was
formed with the company address.

(typed or printed)

By:

Title:

(Individual's Signature)

**Proposer shall have this form notarized by
a duly authorized notary public.**

Doing business as:

Business address:

Phone: _____

E-mail: _____

Subscribed and sworn to before me by the said _____ on this _____ day of
, 20 ____ .

By: _____ .

Notary Public

_____ County, _____

[Notary Seal]

My commission expires _____, 20____ .

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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.