



*Hardin County Purchasing*  
300 Monroe St. Kountze, Texas 77625  
(409) 246-5124  
Fax (409) 246-3208

*Misty Sims- Purchasing Agent*

**REQUEST FOR PROPOSALS EMERGENCY/DISASTER DEBRIS  
MONITORING SERVICE**

Hardin County, as well as the cities of Kountze, Lumberton, Rose Hill Acres, Silsbee and Sour Lake, are requesting proposals for Emergency/Disaster Debris Monitoring Service. Proposals will be accepted until 2:00 P. M., March 28, 2025. Proposals should be delivered to Hardin County Purchasing, Attention Misty Sims, 300 Monroe, Kountze, Texas 77625. It is recommended you hand-deliver, or send your proposal via FedEx or UPS to ensure it arrives on time. No late submittals will be accepted.

The item for proposal is as follows:

**EMERGENCY/DISASTER DEBRIS MONITORING SERVICE**

Additional information may be obtained from Hardin County Purchasing Department at (409) 246-5123, website [www.co.hardin.tx.us](http://www.co.hardin.tx.us) . Hardin County reserves the right to accept or reject any or all bids submitted. EEO Employer.

**REQUEST FOR PROPOSALS  
EMERGENCY/DISASTER DEBRIS MONITORING SERVICE**

Hardin County will be accepting proposals for DEBRIS MONITORING SERVICES to be accepted until March 28, 2025, at 2:00 P.M.

**GENERAL STATEMENT**

**Offeror agrees that this proposal is given on behalf of Hardin County. The Cities of Kountze, Lumberton, Rose Hill Acres, Silsbee and Sour Lake may utilize services listed herein in an emergency response.**

**FEDERAL GRANT PROCUREMENT REQUIREMENTS**

This Request for Proposal is being solicited in accordance with the Procurement Requirements for Federal Grants, as detailed in EXHIBIT B of this Request for Proposal document and incorporated herein in order to be eligible for reimbursement under the Public Assistance Program.

**INSTRUCTIONS TO PROPOSERS:**

Submittals must be received in the Purchasing Department, 300 West Monroe, Kountze, Texas 77625, by March 28, 2025, 2:00 p.m. It is recommended that you hand-deliver or send your proposal via FedEx or UPS to ensure it arrives on time. No late submittals will be accepted. Proposals should be addressed to Hardin County Purchasing Department, Attention Misty Sims, 300 Monroe, Kountze, Texas 77625. Vendor will provide Hardin County with at least three (3) previous work experience references.

Vendor will be required to provide one original and three (3) unbound copies to Hardin County Purchasing. The outside of the envelope/container must be identified with the solicitation title "EMERGENCY/DISASTER DEBRIS REMOVAL PROPOSAL." The envelope/container must also include the Offeror's name and return address.

Respondents are cautioned that they are responsible for timely delivery of proposals. Hardin County will not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

Vendor is to be an Independent Contractor and as such is responsible for all wages, benefits, etc. required by Texas State Law and Federal Law applicable to Disaster Declarations.

**EVALUATION OF PROPOSALS:**

County staff will qualify all Offerors and evaluate those offers, which were qualified. Representatives from each of the cities will be invited to participate in these evaluations as well.

Discussions may be conducted with these Offerors to further clarify the County's requirements and the Offerors' proposal. Evaluation Criteria is as follows:

<b>Criteria</b>	<b>Maximum Points</b>
Experience with debris monitoring and FEMA compliance	30
Approach and methodology for monitoring and reporting	25
Qualifications of key personnel	20
Cost proposal	15
References and past performance	10
<b>Total</b>	<b>100</b>

### **TERMS AND CONDITIONS**

The County reserves the right to waive informalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and /or to accept the submittal that in the County's judgment will be in the best interest of the County. The County specifically reserves the right to reject any conditional submittal.

COUNTY reserves the right to reject the submittal of any Offeror if COUNTY believes that it would not be in the best interest of the COUNTY to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by COUNTY.

The County reserves the right, and the Purchasing Department has absolute sole discretion, to cancel a solicitation at any time prior to approval of the award by the County.

Vendor shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this proposal. The County shall have access to all record, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the County, for purposes of inspection, reproduction and audit without restriction.

It is the intent of the County to award a term contract. The term of the awarded contract shall be for one (1) year with the option to renew for up to two (2) additional one (1) year periods, which shall commence immediately upon the County Commissioner's approval and signing of the contract. Should any active individual project extend beyond the expiration date of the contract,

the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted by the County.

## **SCOPE OF SERVICE**

**The selected contractor will provide the following services:**

- Monitor debris removal operations to ensure compliance with FEMA, state, and local regulations.
- Coordination of services by project manager with Hardin County in the event of an emergency/disaster threat.
- Track and document debris removal, transport, and disposal activities.
- Conduct load inspections and verify the eligibility of debris.
- Provide real-time reporting and data management.
- Coordinate with Hardin County and debris removal contractors.
- Provide training for county personnel as needed.
- Ensure compliance with all environmental and safety regulations.
- Providing of field and collection size monitors as needed.
- Please provide hourly rates for project manager, field supervisor, debris monitor, environmental specialist, operations manager, field monitor, tower monitor, data manager, and administrative clerk.
- Reconciliation of field ticket with debris contractor invoices.
- Provide a daily report to Hardin County each day by 8:00 AM of the previous day activity and a cumulative to date.
- Advise Hardin County of any issues as to debris eligibility, clarify same with FEMA and keep Hardin County informed of any issues concerning clean-up operations.
- Provide a final reconciliation report of contractors cost.
- Provide Hardin County a final accounting along with all organized field records necessary to conform with FEMA audit guidelines.
- **All accounting shall be Excel spreadsheet compatible.**

## **GENERAL INFORMATION**

Vendor to furnish office at collection site adequate to facilitate efficient operations. Hardin County will provide site. All utilities, etc will be the responsibility of Vendor. Vendor will

furnish trained personnel in quantity requested by Hardin County on a timely basis to monitor contractor operations.

The selected contractor will provide the following services:

Interested firms should submit a proposal that includes:

- A cover letter summarizing the firm's qualifications and understanding of the project.
- Company background, including experience with debris monitoring services.
- Resumes of key personnel assigned to the project.
- A detailed approach to debris monitoring and reporting.
- References from at least three governmental entities for similar work.
- Cost proposal, including fee structure and billing methodology.
- Proof of required licenses, insurance, and certifications.
- A listing of all applicable personnel with hourly or daily wages
- Provide a sample of actual contract to be used

## PROPOSAL SUBMITTAL FORM

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Home Office Address

\_\_\_\_\_  
County, State & Zip

\_\_\_\_\_  
Address: Office Servicing Hardin County, other than above

\_\_\_\_\_  
Name/Title of Hardin County Representative

\_\_\_\_\_  
Telephone

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

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

The undersigned attests to his/her authority to submit this proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the County.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**REQUEST FOR PROPOSALS  
EMERGENCY DISASTER ASSISTANCE RECOVERY**

**QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: HARDIN COUNTY

Purchasing Agent  
300 West Monroe  
Kountze, Texas 77625

CHECK ONE:

- ☐ Corporation  
☐ Partnership  
☐ Individual  
☐ Joint Venture  
☐ Other

SUBMITTED BY:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The Correct name of the Offeror is: \_\_\_\_\_

The address of the principal place of business  
is: \_\_\_\_\_

If the Offeror is a corporation, answer the following:

- A. Date of Incorporation: \_\_\_\_\_
- B. State of Incorporation: \_\_\_\_\_
- C. President's Name: \_\_\_\_\_
- D. Vice President's Name: \_\_\_\_\_
- E. Secretary's Name: \_\_\_\_\_
- F. Treasurer's Name: \_\_\_\_\_
- G. Name and address of Resident Agent: \_\_\_\_\_

If Offeror is an individual or partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_

b. Name, address and ownership units of all  
partners: \_\_\_\_\_

c. State whether general or limited  
partnership: \_\_\_\_\_

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

If Offeror is operating under fictitious name, submit evidence of compliance with the Texas Fictitious Name Statute.

How many years has your organization been in business under its present business name?

\_\_\_\_\_

a. Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ACKNOWLEDGMENT

State of Texas

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the

State of Texas, personally appeared \_\_\_\_\_ - and (Name(s) of individual(s) who appeared before notary whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

NOTARY PUBLIC  
SEAL OF OFFICE

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: \_\_\_\_\_  
☐ DID take an oath, or ☐ DID NOT take an oath

## NON-COLLUSIVE AFFIDAVIT

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

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

He/she is the \_\_\_\_\_, (Owner, Partner,  
Officer, Representative

or Agent) of \_\_\_\_\_ the Offeror that has submitted the  
attached proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all  
pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offer nor any of its Officers, partners, owners, agents, representatives, employees  
or parties in interest, including this affiant, have in any way colluded, conspired, connived or  
agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham  
Proposal in connection with the Work for which the attached Proposal has been submitted; or have  
in any manner, directly or indirectly sought by agreement or collusion, or have in any manner,  
directly or indirectly, sought by agreement or collusion, or communication or conference with any  
Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror,  
or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage  
against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## ACKNOWLEDGMENT

State of Texas

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Texas, personally appeared \_\_\_\_\_ - and (Names(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: \_\_\_\_\_  
☐ DID take an oath, or ☐ DID NOT take an oath

### **INDEMNIFICATION / HOLD HARMLESS**

The elected firm shall (if required by the County) defend, indemnify and hold the County, the County's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

Concur \_\_\_\_\_

Variance \_\_\_\_\_

I, \_\_\_\_\_, being an authorized representative of the firm of

\_\_\_\_\_ located at County

\_\_\_\_\_, Zip Code

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_.

Having read and understood the contents above, hereby submit accordingly as of this Date,  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

## INSURANCE REQUIREMENTS- ATTACHMENT A

The successful Offeror, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the County with a Certificate of Insurance as follows:

Hardin County is to be specifically included as an ADDITIONAL INSURED (with regards to General Liability).

Hardin County shall be named as Certificate Holder. *Please note that the Certificate Holder should read as follows:*

Hardin County  
300 West Monroe  
Kountze, Texas 77625

No County Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

The "Acord" form of insurance should be used. Please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

### Required Coverage

The Contractor shall, at all times during the term of this contract, maintain insurance coverage with not less the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor, which entitles Hardin County to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Hardin County.

The Contractor must provide a certificate of coverage to Hardin County prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior the end of the coverage period, file a new certificate of coverage with Hardin County showing that coverage has been extended.

The County reserves the right to require additional insurance should it deem necessary.

Workers' Compensation (with Waiver of subrogation to Hardin County) Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000.00 each employee. Bodily Injury by Disease: \$1,000,000.00 policy limit \$100,000.00 each employee. Hardin County shall be named as "additional insured" on workers' compensation policy.

Commercial General Liability Occurrence Form including, but not limited to, Premises and Operation, Product Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for water craft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$1,000,000.00 each occurrence Limit Bodily Injury and Property Damage Combined \$1,000,000.00 Products-Completed Operations Aggregate Limit \$1,000,000.00 Per Job Aggregate \$1,000,000.00 Personal and Advertising Injury Limit. Hardin County shall be named as "additional insured" on commercial general liability policy.

Automobile Liability Coverage: \$1,000,000.00 Combined Liability Limits. Bodily Injury and Property Damage Combined. Hardin County shall be named as "additional insured" on automobile policy.

Professional Liability (Errors & Omissions): The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

In the event, the insurance coverage expires prior to completion of the contract, a certificate shall be issued thirty (30) days prior to said expiration date. The policy shall provide a THIRTY (30) DAY NOTIFICATION clause in the event of cancellation or modification to the policy. Unless otherwise specified. It shall be the responsibility of the elected contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

**INSERT PRICE SCHEDULE FORM**

**EXHIBIT B**  
**FEDERAL GRANT PROCUREMENT REQUIREMENTS**

**§ 200.318 General procurement standards.**

(a) Documented procurement procedures. The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) Oversight of contractors. Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) Conflicts of interest.

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) Avoidance of unnecessary or duplicative items. The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) Procurement arrangements using strategic sourcing. When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) Use of excess and surplus Federal property. The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.



(g) Use of value engineering clauses. When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) Responsible contractors. The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) Procurement records. The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) Time-and-materials type contracts.

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) Settlement of contractual and administrative issues. The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) Examples of labor and employment practices.

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally

funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

#### § 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with § 200.319(b);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical

to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

#### § 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) Informal procurement methods for small purchases. These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

##### (1) Micro-purchases —

(i) Distribution. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) Micro-purchase thresholds. The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk,

and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000. The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) Recipient or subrecipient increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

## (2) Simplified acquisitions —

(i) Simplified acquisition procedures. The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) Simplified acquisition thresholds. The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) Formal procurement methods. Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) Sealed bids. This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) Proposals. This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) Noncompetitive procurement. There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

- (1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The procurement transaction can only be fulfilled by a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
- (4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
- (5) After soliciting several sources, competition is determined inadequate.

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

#### § 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

#### § 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

#### § 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the

Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a "brand name" product;

(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

#### § 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument



accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

#### § 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

"Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

# 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

# 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