



COLLIN COUNTY

**Sale of Surplus Furniture
IFB No. 2017-081**

**Sara Hoglund, CPPB
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4104 (F) 972-548-4694
shoglund@collincountytx.gov**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, bids will be received by the County Purchasing Agent until **2:00 P.M., Thursday, June 1, 2017** for competitive bids on **Sale of Surplus Furniture (IFB 2017-081)**. A pre-bid meeting will be held at 2:00 PM, Thursday, May 25, 2017 at the Collin County Justice Center, 4300 Community Blvd, McKinney, Texas 75071. Bidders should use unit pricing. Bidders may secure copies of the Bidding Documents at <https://collincountytx.ionwave.net> . Bids will be opened by the Purchasing Agent in the Purchasing Conference Room, Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney TX, 75071 on **Thursday, June 1, 2017 at 2:00 P.M.** The Commissioners' Court reserves the right to reject any and all bids.

ATTENTION: CLASSIFIEDS

**BILL TO: ACCOUNT NO 06100315-000
COMMISSIONERS' COURT**

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, May 18, 2017 and Thursday, May 25, 2017**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

**NEWSPAPER: Plano Star Courier
May 16, 2017**

Collin County, Texas

Bid Information

Bid Owner Sara Hoglund, CPPB Asst.
Purchasing Agent
Email shoglund@co.collin.tx.us
Phone (972) 548 4104
Fax (972) 548 4694

Bid Number 2017-081
Title Sale of Surplus Furniture
Bid Type IFB
Issue Date 05/16/2017
Close Date 6/1/2017 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071
Contact Sara Hoglund, CPPB
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4124
Fax (972) 548-4694
Email shoglund@co.collin.tx.us

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature _____

Date ____ / ____ / ____

Bid Notes

Bid Activities

Date	Name	Description
5/25/2017 02:00 PM (CT)	Pre-Bid Meeting	A pre-bid meeting will be held at 2:00 PM, Thursday, May 25, 2017 at the Collin County Justice Center (meet in jail lobby), 4300 Community Blvd, McKinney, Texas 75071. An on-site walk through is planned to view all furniture locations including Jail, Sheriff's Office, Minimum Security and any other locations that may be ready for surplus furniture. It is the Bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the project.

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Legal_Notice_2017-081.doc	Legal Notice
Header	General_Instructions_Bid.docx	General Instructions
Header	Terms_of_Contract_Bid.docx	Terms of Contract
Header	3.0 Insurance.doc	Insurance
Header	Specifications - Sale of Surplus Furniture.doc	Specifications
Header	Attachment A.pdf	Attachment A
Header	Information Regarding Conflict of Interest HB23_CIQ - Surplus Furniture.docx	Information Regarding COI
Header	CIQ_113015.pdf	Conflict of Interest
Header	W9_2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.	_____ (Required)
3	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	_____ (Required)
4	Preferential Treatment	The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). 1. Is your principal place of business in the State of Texas? 2. If your principal place of business is not in Texas, in which State is your principal place of business? 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by	_____ (Required)

some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

5 Debarment Certification I certify that neither my company nor an owner or principal _____ (Required)
of my company has been debarred, suspended or
otherwise made ineligible for participation in Federal
Assistance programs under Executive Order 12549,
"Debarment and Suspension," as described in the Federal
Register and Rules and Regulations.

Please initial.

6 Immigration and Reform Act I declare and affirm that my company is in compliance with _____ (Required)
the Immigration and Reform Act of 1986 and all employees
are legally eligible to work in the United States of America.

I further understand and acknowledge that any
non-compliance with the Immigration and Reform Act of
1986 at any time during the term of this contract will
render the contract voidable by Collin County.

Please initial.

7 Disclosure of Certain Relationships Chapter 176 of the Texas Local Government Code _____ (Required)
requires that any vendor considering doing business with a
local government entity disclose the vendor's affiliation or
business relationship that might cause a conflict of interest
with a local government entity. Subchapter 6 of the code
requires a vendor to file a conflict of interest questionnaire
(CIQ) if a conflict exists. By law this questionnaire must be
filed with the records administrator of Collin County no
later than the 7th business day after the date the vendor
becomes aware of an event that requires the statement to
be filed. A vendor commits an offense if the vendor
knowingly violates the code. An offense under this section
is a misdemeanor.

By submitting a response to this request, the vendor
represents that it is in compliance with the requirements of
Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County
Clerk's Office located at 2300 Bloomdale Rd., Suite 2104,
McKinney, TX 75071.

Please initial.

8 Anti-Collusion Statement Bidder certifies that its Bid/Proposal is made without prior _____ (Required)
understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid/Proposal for
the same materials, services, supplies, or equipment and
is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with,
prior to, or after any delivery of material or provision of
services. Any such violation may result in Agreement
cancellation, return of materials or discontinuation of
services and the possible removal from bidders list.

Please initial.

- 9 Disclosure of Interested Parties _____ (Required)
- Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 10 Notification Survey _____ (Required)
- In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.
- How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other
- 11 Bidder Acknowledgement _____ (Required)
- Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.
- Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1	lump sum	State bid for sale of surplus furniture	\$ _____ (Required) Price

Item Notes: The furniture items will be made available in phases over a 12-18 month period beginning August 2017.

The County will be responsible for disassembling furniture and moving it to dock/parking lot area for pickup. Awarded bidder is responsible for all costs of removal from this location.

Awarded bidder will be notified of project timeline to include dates for pickup for each phase once it becomes available. Project timeline will be given to awarded bidder at least seven (7) days ahead of pickup schedule.

Items shall be removed by 4:00 p.m. each day as notified in the project timeline. If items are not removed in accordance with the project timeline, items shall be considered abandoned and will no longer be available to awardee.

See Attachment "A" for description of items.

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.com>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses For Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to

the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid price. All components required to render the item complete, installed and operational shall be included in the total bid price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission

and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown”; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider’s control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A+VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Sale of Surplus Furniture pursuant to Local Government Code 263.152.

4.2 Pre-Bid Meeting: A pre-bid meeting will be held at 2:00 PM, Thursday, May 25, 2017 at the Collin County Justice Center (meet in jail lobby), 4300 Community Blvd, McKinney, Texas 75071. An on-site walk through is planned to view all furniture locations including Jail, Sheriff's Office, Minimum Security and any other locations that may be ready for surplus furniture. It is the Bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the project.

4.3 Payment in the form of certified check shall be made payable to Collin County and paid to the Collin County Treasury Department at 2300 Bloomdale Road, Suite 3138, McKinney, TX 75071 no later than 5 business days from the date of award.

4.4 The county reserves the right to reject all bids if a fair market price is not received. No minimum bid amount has been established for any item. Partial bids will not be accepted.

4.5 Items offered on an "as-is, where-is" basis. No refunds after payment is accepted will be made. Bidders must make themselves completely familiar with the condition of all items offered for sale. Any statement made by any Collin County employee concerning condition of items offered for sale is to be considered informational only and not officially representative, in any manner, of the actual conditions of the items. Neither prospective bidders nor any subsequent purchaser of any surplus equipment shall have any recourse to Collin County for any reason. The County makes absolutely no warranties of any kind whatsoever regarding any surplus equipment to be sold by the County, and specifically disclaims any and all warranties.

4.6 The furniture items will be made available in phases over a 12-18 month period beginning August 2017.

4.7 The County will be responsible for disassembling furniture and moving it to dock/parking lot area for pickup. Awarded bidder is responsible for all costs of removal from this location.

4.8 Awarded bidder will be notified of project timeline to include dates for pickup for each phase once it becomes available. Project timeline will be given to awarded bidder at least seven (7) days ahead of pickup schedule.

4.9 Items shall be removed by 4:00 p.m. each day as notified in the project timeline. If items are not removed in accordance with the project timeline, items shall be considered abandoned and will no longer be available to awardee.

4.10 See Attachment "A" for description of items.

Attachment "A"

Down Stairs-PSO

Desk

File Cabinet-Metal

2-Wardrobe Cabinets-Metal

Workbench table

5-Chairs

Patrol-

3-Wood Work Areas with Overheads

2-Desks

21-Chairs

5-File Cabinets

10-work Tables

2-Metal Shelves/1-Plastic

1-Bookshelf

Mail Sorter

Small Wardrobe

Quartermaster

L-Shape desk with overheads

4-File Cabinets

3-Chairs

2-Bookcases

Property

9-Chairs

Bookcase

2-U-shape desks w/ Overheads

3-60" desks

2-3 Drawer files, 12-5drawer files, 1-4-drawer

1-stool

4-Wardrobe Cabinets

4-L- shape desk

3—Work Tables

Training Room

24-Wood work tables

87-Plastic Chairs

2-Office Chairs

4-Panels

1-5 Drwr File Cabinet

1-6 Shelf Bookcase

Admin area

12-Metal File Cabinets

13-Guest chairs

5-U-Shape Desks w/Chairs

5-Office Chairs

2-Bookcases

2-Credenza's

3-File Cabinet

Sheriff's Office

1-Desk w/Office Chair

10-Guest Chairs

Conference table

Coffee Table

Sofa

2 door Wardrobe

Major's Office

2-Conference tables w/12 Chairs

Rolling File

4-U-Shape desks wall mounted w/ Overheads

4-Office Chairs

10-Guest Chairs

3-5 Drwr File Cabinets

7-2 Drwr File Cabinets

2-3 Shelf Bookcases

PSS

13-Guest Chairs

1-Round Table

9-Office Chairs

6-Cubicles w/Overheads

1-Work Table

10-2 Drwr file Cabinets

7-4 Drwr File Cabinets

3-5 Drwr File Cabinets

2-I-Shape desks w/File and Overheads

Desk/Credenza

HLS

28-Office Chairs

3-4 Drwr file Cabinets

3-U-Shape w/Overhead and Chair

1-L-Shape w/ Chair 2-Bookcases 5 shelf and 3 shelf

2-Drwr File w/ Hutch

4-Shelf Bookcase

2-Side Chairs

Small Table

Conference Table w/ 9 chairs

4-4 Drwr File Cabinets

Office Chair

Desk w/ Credenza

4-shelf Bookcase

2-4 Drwr lateral File

2-Guest Chairs

1-4 Drwr file Cabinet

1-L-Shape Desk

4-Shelf Bookcase

7-Guest and Office Chair

3-Desks

5-Shelf Bookcase

1-L-Shape desk w/ Overhead

1-Desk

1-4 Drwr File Cabinet

Reception

Chair and 2 Guest chairs

12-Reception Chairs

Crime Prevention

2-2 Drwr File Cabinets

2-Chairs and work desk

2-L-shape desks

2-4 Drwr File Cabinets

2-2 Drwr File Cabinets

2-Office chairs

2-guest Chairs

Records

- 2-L Shape desks w/chairs
- 2-4 Drwr File Cabinets
- 2-Worktable
- 7-Cubicles w/Panels and overheads w/Chairs
- 2-Chairs
- 17-2 Drwr File Cabinets
- Office W/ Panels u-Shape desk w/Overheads
- Office and Guest chair

Warrants

- 6-U-shaped w/ Chairs & guest Chairs and 2 drwr file Cabinet

Dispatcher's Office

- Panels w/L-Shaped desk and Overheads
- 2-Chairs-Guest and Office
- 2-4 Drwr File Cabinet

Geocode Tech Office

- L-Shape desk w/Overheads
- 1-Office Chair
- 3-Guest Chairs
- 1-5 Drwr File Cabinet

Lt.'s Office

- U-Shape
- 2-Drwr File Cabinet
- 3-Guest Chair
- 1-Office Chair
- 1-Wardrobe Cabinet
- 3-Cubes
- 2-With Chairs and Overheads
- 5-4 Drwr File Cabinets

9-Cubes W/Overheads

9-2 Drwr File Cabinets

9-Office Chairs

9-Guest Chairs

1-Desk

Small Desk W/Chair

Breakroom

7-Tables

32-Chairs

2-Mail Sorters

CID

2-U-Shape w/ Overheads

2-3 Drwr File Cabinets

2-Office Chairs

U-Shape W/overheads

2-Guest Chairs

1-Office chairs

2-U-shape

1-2 Drwr File Cabinet

1-4 Drwr File cabinet

4-Desk Chairs

1-Guest Chair

6-Cubes w/ Chairs

6-Guest chairs

2-4 Drwr File Cabinets

5-2 Drwr File Cabinets

3-Cubes w/Office and guest Chairs

2-2 Drwr File Cabinets

12-chairs

2-Conference Tables

2-5 Drwr File Cabinet

1-Wardrobe Cabinet

1-small Desk

4-L-Shape Desks w/ Office and guest Chairs

7-5 Drwr File Cabinets

1-Wardrobe Cabinet

Interview Rooms

Small Desks

4-Chairs

Conference Room

4-Chairs

3-Wardrobe cabinets

1-Small Work Table

LT. Office

L-Shape Desk w/Chair

1-4 Drwr File Cabinet

2-2 Drwr File Cabinets

4-Shelf Bookcase

2-Guest Chairs

Jail Side

Training

L-Shape desk w/Overheads

4-Office Chairs and 4-Guest Chairs

2-5 Drwr File Cabinets

2-2 Drwr file Cabinets

1-Worksurface w/ Overheads

2-L-shape Desks w/ Overheads

Admin

2-L-Shape Desks w/ Overheads

2-Desk chairs

2-2 Drwr File Cabinets

8-4 Drwr File Cabinets

3-5 Drwr File Cabinets

1-4 Shelf Bookcase

Office

L-Shape w/Overheads

Stand Alone Desk

2-2 Drwr file Cabinet

1-4 Drwr File Cabinet

4-Guest Chairs

1-Office Chair

Captains

3-U-Shape

2-L-Shape

5-Office Chairs

5-Bookshelves

15-Guest Chairs

5-2 Drwr File Cabinets

4-4 Shelf Bookcases

7-4 Drwr File Cabinets

1-5 Drwr File Cabinet

1-U-Shape w/Overheads

Desk Chair

Conference Room

8-Chairs

Conference Table

Credenza

Lobby

30 Chairs

Reception Desk Chair

12-Ottomans

Visitation

12-Plastic Stack Chairs

Office & Guest Chair

Building Control

3-Chairs

Staff Dining

9-Tables

36 Chairs

2-Ottomans

Detention Briefing

19-Tables

40-Chairs

3-Mail Sorters

Jail FTO

Table & Chair

Library

7-Table

56-Stack Chairs

2-Desk Chairs

Coordinator

L-Shape Desk

Desk Chair

4 Drwr file Cabinet

Interview rooms

3-L-Shape W/Overheads

Desk Chair

2-Guest chairs

Classroom-3

21-Tables

69-Stack Chairs

3-Office Chairs

Mail Room

4-Drwr File Cabinet

Desk

2-Office Chairs

3-Mail Sorters

Commissary

L-Shape Desk

3-Office Chairs

Housing LT'S

3-L-Shape Desks W/Overheads

3-Desk Chairs

3-Guest Chairs

5-2 Drwr File Cabinets

1-4 Drwr File Cabinets

2-Wardrobe cabinets

1-Printer Table

1-Workstation

Medical

18-Stack Chairs

6-Office Chairs

2-4 Drwr File Cabinet

5-U-shape w/Overhead desk and Guest chair

4-Desk

5-Office Chairs

2-2Drwr File Cabinet

2-4 Drwr File Cabinet

2-5 Drwr File Cabinet

1-Worktable

5-Stack chairs

Classifications

1-Work Table

10-chairs

1-4 Drwr File Cabinet

2-Wardrobe Cabinets

1-2 Drwr File Cabinets

1-Table

1-4 Shelf Bookcase

4-U-shape desks w/Shelves and 8 Office Chairs

1-L-Shape desk

1-Desk

2-Office Chairs

1-Worksurface w/Credenza Desk and Guest Chair

1-Worksurface/Credenza Desk and Guest Chair

L-Shape Desk/ Desk and Guest Chair

2-4 Drwr File Cabinet

Workstation

Desk and Guest Chair

1-U-Shape w/desk Chair and 2 Guest Chairs

2-2 Drwr File Cabinets

Round Table W/ 3 Chairs

Desk W/ chair

Stack Chair

L-Shape Desk

2-2 Drwr File Cabinets

1-Wardrobe Cabinet

Kitchen

3-Office Chairs

Laundry

L-Shape w/ Desk and Guest Chair

4 Drwr File Cabinet

13-Stack Chairs

Lt's Office

L-Shape w/Overheads

Desk and Guest Chair

2-2 Drwr File Cabinets

1-4 Shelf Bookcase

Warehouse

1-L-Shape Desk w/Overheads

6-Desk Chairs

30- Stack Chairs

3-4 drwr File Cabinets

1-5 Drwr file Cabinet

2-2 Drwr File Cabinets

Transfer

4-L-Shape w/ Overheads

5-Desk Chairs

5-Stack Chairs

1-5 Drwr File Cabinet

2-Worktables

2-2 Drwr File Cabinets

Property

4-5 Drwr File Cabinets

Desk Chair

55-stack Chairs

1 Desk

Inmate Medical

Desk chair

2-Guest Chairs

Book-In

4-4 Drwr File Cabinets

6-Stools

77-Stack chairs

JCC

5-L-Shape Desk w/Overheads

5-Office Chairs

6-Guest Chairs

1-5 Drwr File Cabinet

4-Desks w/Chairs

4-Stack Chairs

1-work Table

Property

1-L-Shape w/Overheads/Office chair

2-4 Drwr File Cabinet

2-2 Drwr file Cabinet

1-Metal Desk

1-worktable

4-Office chairs

Minimum Security Furniture

Minimum Security

- 5-Chairs
- 2-Drwr File Cabinet
- Conference table
- Worksurface
- U-shape W/ Overheads
- Desk chair
- 3-Guest chairs
- 1-4 Drwr file Cabinet
- 2-5 Drwr file Cabinets
- U-Shape desk w/Overheads
- 4-Guest chairs
- Desk Chair
- 3-U Shape desk w/Overheads
- 3 Desk Chairs
- 6-Guest chairs
- 2-2 Drwr file Cabinets
- 1-Bookcase
- 3-4 Drwr File Cabinets
- 1-5 Drwr File Cabinets

CSCD

- 1-conference Table
- 6-chairs
- 1-Desk
- 2-Drwr file Cabinet
- 4-Drwr File Cabinet
- Office chair

2-guest Chairs
4-L-shape Desk w/Overheads
8 guest chair
4-Office Chair
4-4 Drwr File Cabinets
1-U-Shape Desk
1-2 Drwr file Cabinet
1-4 Shelf Bookcase
1-Office chair
2-Guest chair
1-U shape w/Overheads
Desk chair
2-4 drwr file Cabinets
1-Wardrobe cabinet
8-stack chairs
3-Tables
14-Stack chairs
1-folding Table
48-Stack chairs
2-U-Shape Desks w/Overheads
2-Desk chair
2-Guest chair
2-4 Drwr file Cabinet
1-2 Drwr File Cabinet
3-Stools
20-stack chairs

Classroom

10-Work Tables
29-Stack chairs

22-Work Tables

48-Stack Chairs

1-Computer Table

2-4-Shelf Bookcase

2-4 Drwr Vertical Files

Workout

3-stack chairs

Pods

192-stack chairs

4-file Cabinets

5-Officer chairs

8-stack chairs

1-guest chair

Infirmary

16-Stack chairs

2-Office chairs

Breakroom

4-stack chair

1-Wardrobe closets

Laundry

2-Stack chairs

1-Wardrobe Cabinet

Kitchen

L-Shape w/Office Chair

1-4 drwr file Cabinet

1-5 Drwr File Cabinet

6-Stack chairs

Folding Table

Admin Area

2-2 Drwr File Cabinets

2-5 Drwr File cabinets

8-Office Chairs

1-Conference Table

1-Computer Table

Mail Sorter

Folding Table

8-Stack chairs

U-shape Desk w/Office Chair

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2005, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and

CIS: [http://www.ethics.state.tx.us/filinginfo/conflict_form
s.htm](http://www.ethics.state.tx.us/filinginfo/conflict_form_s.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Purchasing:

Michalyn Rains – Purchasing Agent
Sara Hogle, CPPB – Asst. Purchasing Agent
Koby Phillips – Asset Management Technician
Derek Riley- Asset Management Technician

Commissioners' Court:

Keith Self – County Judge
Susan Fletcher – Commissioner Precinct No. 1
Cheryl Williams – Commissioner Precinct No. 2
Chris Hill – Commissioner Precinct No. 3
Duncan Webb – Commissioner Precinct No. 4

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.

