

## INVITATION TO BID – INCARCERATION FACILITY REMOVAL 2023-01

Howard County, TX is accepting sealed bid proposals from qualified bidders for Incarceration Facility Removal.

Specifications may be obtained from Jackie Olson in the Auditor's Office, 300 S. Main, Room 203, Big Spring, TX or by calling (432) 264-2210. You may also visit our website at [www.co.howard.tx.us](http://www.co.howard.tx.us).

A pre-bid meeting will be held at the Howard County Courthouse, 300 S Main, Big Spring, TX, at 10:00 A.M. on Thursday, October 27, 2022 at 10:00 A.M.

Eligible bids must be submitted on the form provided by the County. Bids must be sealed and identified on the exterior of the envelope as "Incarceration Facility Removal" and must be received by 10:00 A.M. on Thursday, November 10, 2022 in the office of the County Auditor, Jackie Olson, 300 S Main, Room 203. Bids will be opened at that time.

Bids will be presented to the Commissioners' Court at 3:30 P.M. on Monday, November 14, 2022 for their consideration. Project will be paid for out of current County funds.

### Scope of work:

- Dismantle and remove all components on the 4<sup>th</sup> floor that pertains to the Incarceration facility, including existing duct work.
- Cutting torch and grinder may be used. All cuts will be ground smooth to surface.
- One window may be removed for material removal and replaced when scope of work is completed.
- A hoist may be constructed and used to lower material on the east side of Courthouse building.
- All windows below the work area are to be covered and protected from damage.
- All work areas are to be cleaned **daily**.
- Plumbing and electrical will be disconnected and removed before work begins.

All work performed to be according to standard practices and current conditions. Materials, labor, and equipment to be provided by bidder unless otherwise noted.

The Court reserves the right to reject any or all bids or to accept the bid deemed to serve the best interest of the County.

## NOTICE TO BIDDERS

1. Bids are to be submitted on this form. Each bid shall be placed in an envelope, sealed and properly identified with the bid title and delivered to the County Auditor's Office before the hour and date specified. Late bids will not be considered under any circumstances.
2. Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit price shall govern.
3. **Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder shall furnish a performance bond to the county for the full amount of the contract.**
4. **The awarded bidder must provide proof of required insurance prior to commencement of the project (see Exhibit A).**  
Unless otherwise noted, bid prices must be firm for acceptance 60 days from opening date of bid.  
Bidders attention is directed to the Texas Government Code Title 10 Chapter 2258 Prevailing wage rates. All wage rates must meet the minimum shown on the attached Exhibit B. To insure compliance Howard County will request a random payroll from both the general contractor and sub-contractors if applicable.
5. The County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in bid. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards and will be deleted from subsequent invoices.
6. Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or his agent. No bid can be withdrawn after the opening time without approval of the Commissioners' Court based on reasonable acceptable reason.
7. The County will evaluate the bids and make awards for supplies, materials, services and equipment on the basis of the lowest and best bid, which meet the specifications.
8. The County reserves the right to accept or reject all or any part of any bid and award the bid to best serve the interest of the County.
9. **Any catalog, brand name or manufacturer's reference used in the bid is descriptive—not restrictive (unless so noted). It is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bids must show manufacturer, brand, model, etc. of articles offered. If other than brand specified is offered, complete descriptive information of each article being bid must be included with bid. Articles delivered that are determined by the County not to be of equal or comparable quality of the requested articles shall be picked up by the vendor at no expense to the County.**
10. All items bid must be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on the bid.
11. By signing and executing this bid, the bidder certifies and represents to the County that bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

12. Bidder further certifies and represents that bidder has not violated any State, Federal, Local Law regulations or ordinance relating to bribery, improper influence, collusion, discrimination or other similar crimes and all items or services provided or delivered under and awarded shall conform hereto.
13. All equipment shall be new, factory fresh, unless otherwise specified.
14. Awarded bid will be paid for with current county funds.

BID SUBMITTED BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

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

BID PRICE FOR INCARCERATION FACILITY REMOVAL:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Agent



## EXHIBIT A

- A Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by County. All such insurance, including renewals, shall be subject to the approval of County for adequacy of protection and evidence of such coverage shall be furnished to County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Agreement without thirty (30) calendar days prior written notice to County. Completed Certificates of Insurance shall be filed with County prior to the performance of services hereunder, provided however, that Contractor shall at any time upon request, file duplicate copies of the policies of such insurance with County.
- I
- B If in the judgment of County, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, County reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following County's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

### General Conditions

The following condition shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement:

- 1) Named Insureds: All insurance policies required herein shall be drawn in the name of Contractor, with County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 2) Waiver of Subrogation: Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 3) Certificates of Insurance: At or before the time of execution of this Agreement,

Contractor shall furnish County's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to County not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to County's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to:  
County Engineer at 3604 Old Colorado City Rd, Big Spring Texas 79720.

- 4) Contractor's Liability: The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 5) Subcontractors' Insurance: Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to the County Engineer evidencing coverage for each Subcontractor and Sub-Subcontractor.

## **Types and Amounts of Insurance Required**

The Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at the Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

1. **Commercial General Liability**: This policy shall be occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the County or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall include completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$1,000,000.00	General Aggregate
\$1,000,000.00	Products Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire) (if not included in General Aggregate)

2. **Business Automobile Liability**: This policy shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

\$1,000,000.00	Combined Single Limit
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3. **Workers' Compensation and Employer's Liability**: If the Contractor hires any employees, the Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$500,000.00	Employer's Liability, Each Accident
\$500,000.00	Employer's Liability, Disease – Each Employee
\$500,000.00	Employer's Liability, Disease – Policy Limit





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## Wage Determination

Overview

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Document

History

### WAGE DETERMINATIONS

# Davis-Bacon Act WD # TX20220156

Wage Determination

Modification #

2

Construction

Building

Last Revised Date

Aug 05, 2022

## States and Counties

State

Texas

Counties

Howard

"General Decision Number: TX20220156 08/05/2022

Superseded General Decision Number: TX20210156

State: Texas

Construction Type: Building

County: Howard County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>Executive Order 14026 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>Executive Order 13658 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022



ASBE0066-004 03/01/2014

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 20.79	11.12
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BOIL0531-001 01/01/2017

	Rates	Fringes
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Boilermaker.....	\$ 28.00	22.35
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\* IRON0263-019 06/01/2022

	Rates	Fringes
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Ironworker, reinforcing and structural.....	\$ 27.14	7.68
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\* LAB00154-010 05/01/2008

	Rates	Fringes
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Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.73 **	3.20
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PLUM0404-001 09/01/2020

	Rates	Fringes
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PLUMBER.....	\$ 26.05	8.81
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\* SUTX2009-043 04/20/2009

	Rates	Fringes
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ACOUSTICAL CEILING MECHANIC.....	\$ 14.50 **	0.00
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BRICKLAYER.....	\$ 17.76	0.00
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CARPENTER, Includes Drywall Hanging (Excludes Acoustical Ceiling Installation).....	\$ 12.42 **	0.00
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CEMENT MASON/CONCRETE FINISHER...	\$ 13.27 **	0.00
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ELECTRICIAN.....	\$ 15.50	2.71
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LABORER: Common or General.....	\$ 8.03 **	0.00
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LABORER: Landscape & Irrigation.....	\$ 8.50 **	0.22
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LABORER: Mason Tender - Brick...	\$ 12.02 **	0.00
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LABORER: Mortar Mixer.....	\$ 9.50 **	0.00
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LATHER.....	\$ 12.00 **	0.00
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OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75 **	0.00
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OPERATOR: Bulldozer.....	\$ 12.80 **	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.54 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 15.80	0.00
PLASTERER.....	\$ 15.00	0.00
ROOFER.....	\$ 15.10	1.29
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 18.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24 **	0.35

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**HOWARD COUNTY, TEXAS  
COUNTY JUDGE  
300 S. MAIN ST., BIG SPRING, TX 79720  
(432) 264-2202 FAX (432) 264-2238**

**CONTRACT**

**STATE OF TEXAS  
COUNTY OF HOWARD**

WHEREAS, the attached "Bid Package" which includes the Invitation to Bid, General Conditions/Instructions, Specifications, Bid Submittal Form, and Bid Sheet(s) for the work being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.023; and

WHEREAS, the Howard County Commissioners' Court as the governing body of Howard County did on \_\_\_\_\_ award a contract to \_\_\_\_\_ (Contractor/Bidder) For furnishing the materials, equipment, supplies and/or services in quantities and at prices set forth in the attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Howard County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

**WITNESSETH**

THAT IN ACCORDANCE with the attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

(a) If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253 (Public Work Performance and Payment Bonds), Government Code.

THAT IN ACCORDANCE with the attached, the County's acceptance of equipment, supplies, and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

#### PRIOR AGREEMENTS SUPERSEDED

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

#### AMENDMENT

No amendment, modification, or alteration of the terms of this contract shall be binding, unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

#### CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, 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.

Pursuant to 262.0276 of the Texas Local Government Code, Contractor/Bidder hereby affirms that Contractor/Bidder is not indebted to Howard County.

IN TESTIMONY WHEREOF; Witness our hands at Howard County, Texas, effective as of the date awarded above, if any.

HOWARD COUNTY

BY \_\_\_\_\_  
County Judge

ATTEST \_\_\_\_\_  
County Clerk

CONTRACTOR

\_\_\_\_\_  
Name of Contracting Company

---

Contact Name/Title

---

Mailing Address

---

City

State

Zip Code

---

Signature of Company Official Authorizing Bid/Offer

---

Printed Name

---

Phone

Fax

E-mail Address

**\*\*Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**





## HOWARD COUNTY TEXAS

### HOUSE BILL 89 VERIFICATION

*All fields must be completed*

I, \_\_\_\_\_  
*Authorized Company Representative*

The undersigned representative of \_\_\_\_\_  
*Business Name*

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott the country of Israel currently; and
2. Will not boycott the country of Israel during the term of the contract between the above-names Company, business or individual and Howard County Texas.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

*Pursuant to Section 2270.001, Texas Government Code:*

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

# 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.



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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.

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

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

OFFICE USE ONLY

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.

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 \_\_\_\_\_ (city) (state) (zip code) (country)

\_\_\_\_\_ (street)

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