

SUBMISSION OF A BID MUST INCLUDE	
1. At least two references for commercial projects, preferably any local/state government clients that the Vendor has provided a similar type of work as being bid	8. Proof of insurance with minimum coverage values described herein
2. State contractor license number	9. Company Affidavit
3. List of current projects similar in scale and scope	10. Statement from Vendor that Performance and Payment Bonding capacity to the full value of the contract is attainable
4. List of past projects (5-year history) similar in scale and scope	11. Completed bid with total contract costs summation and itemized unit prices (part E of Attachment A)
5. OSHA 30 Log (5-year history)	12. Total quantity of continuous calendar days necessary to complete the Work from NTP.
6. EMR (5-year history)	13. List of subcontractors and suppliers for use in performance of the work, specifying the work to be performed by each
7. TxDOT Confidential Questionnaire accurate as to within the last 12 calendar months	

Submission of a bid indicates Vendor’s acceptance of the evaluation technique and Vendor’s recognition that subjective judgments may be made by the County during the determination of qualification. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of Vendors and any proposed subcontractors or suppliers.

Evaluation of the bids shall be based on either:

- A. Lowest Responsible Bidder, or
- B. Best Value

If neither option A nor option B is chosen above then the County may award the bid to a Vendor upon any evaluation process of its choosing. Lowest Responsible Bidder evaluations are awarded to the bidder who meets the County’s criteria and submits the lowest total bid consistent

with the requirements herein. Best Value evaluations are awarded to the bidder who the County, in its sole judgment, determines is best suited for the specific work and could include factors such as whether the bid complies with the prescribed requirements, alternates, unit prices, total contract duration in calendar days, qualifications and experience.

If the County chooses option B, the evaluation criteria will be weighted as follows:

- Identity and Location: 25 points
- Previously Related Experience: 20 points
- References: 10 points
- Duration to Complete: 15 points
- Cost: 30 points

The Vendor agrees, during the performance of the work, to comply with all applicable federal, state, or local code and ordinances. The apparent silence of any specification as to any detail or omission from a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Contents of the bids will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a bid which has been clearly marked as a trade secret or proprietary data (the entire bid may not be so marked). Bids will be opened, and the name of the firm submitting the bid read aloud and acknowledged on the Due Date in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All interested parties are invited to attend the opening. Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

The attached Contract with insurance and bonding requirements are non-negotiable. Modification by Vendor of any terms of the Contract will be deemed a non-responsive bid. Non-responsive bids will be rejected. Vendor must be willing to sign the Contract as is and without modifications, provide properly executed bonds and provide insurance as required therein. If the selected Vendor cannot meet the requirements, then the County reserves the right to award the purchase to another bidder. Any Vendor who fails to comply with the terms of the award may be declared an unqualified vendor. Bids submitted by unqualified vendors shall not be considered again for future bids for a minimum of six (6) months as determined by Midland County officials.

After the bid is awarded and within fifteen (15) calendar days of the Notice to Proceed, Vendor must submit the following to the County for review:

SUBMISSIONS REQUIRED AFTER AWARD OF A BID	
1. Safety Plan, to include an organization chart with responsibilities and a traffic control plan	4. Construction Schedule indicating the milestones in detail and total calendar day duration provided with the bid.
2. Quality Control plan to include an organization chart with responsibilities	5. If applicable, milestones should include Notice to Proceed date, road closure implementation and removal, earthwork start date, paving start date, striping and accessories start date, substantial completion date
3. Material submittals as described in the technical specifications, list of subcontractors and suppliers specifying the performance of each	6. Signed Midland County Construction Contract, bonding and insurance certificates

**BID REQUIRED FORM
COMPANY AFFIDAVIT**

The affiant, _____ states with respect to this submission to County:

I hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in this submission and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Address _____

County, State, Zip _____

Table of Contents

I. Parties.....	11
1.1 County.....	11
1.2 Company.....	11
1.3 Parties.....	11
II. Scope of Work.....	12
III. Construction Price.....	12
3.1 Price	12
3.2 Periodic Payments	12
3.3 Consideration	12
3.4 Unbudgeted Funds	12
IV. Commencement of Work.....	12
4.1 Commencement of Work/Notice to Proceed	12
4.2 Materials	13
4.3 Laws	13
4.4 Permitting	13
4.5 Minor Work Not Mentioned	13
4.6 Safety	14
4.7 Clean Up	14
4.8 County Involvement	14
V. Default	14
5.1 Event of Default	14
5.2 Time Is of The Essence	15
5.3 Late Completion	15
5.4 Notice	15
5.5 No Standby Time	15
VI. Remedies	16
6.1 Remedies Generally	16
A. Withholding	16
B. Cure	16
C. Termination	17
D. Withholding At Termination	17
E. Bond	17
VII. Insurance	18

II. SCOPE OF WORK

The Company shall perform all work described for _____ Project of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A.....Scope of Work, Specifications, Bid or Cost Summary

EXHIBIT B..... Conflict of Interest Reporting

III. CONSTRUCTION PRICE

3.1 Price: Company shall perform all work described in this Contract and its attachments for the unit prices submitted in the winning bid. In the event that the unit number for any line item changes, then the total contract sum shall be equitably adjusted.

3.2 Periodic Payments: The County may make periodic payments to Company; only after all work and all Change Orders are completed by Company and approved by the County. The approval shall be in the County’s sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month, or at other stated intervals at the discretion of the County. Upon approval by the County or the County’s representative, the request and invoice shall be forwarded for payment.

3.3 Consideration: The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

3.4 Unbudgeted Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to County of any kind whatsoever.

IV. COMMENCEMENT OF WORK

4.1 Commencement of Work/Notice to Proceed: Once the bidder has been identified, the award of the contract will be considered and discussed in open County Commissioners Court.

performance of the work and other obligations under this Construction Contract, a change order, a scope of work, or similar document.

- C. Termination. County may terminate Company's right to proceed with performance of the work, in whole or in part, and correct or complete the work or any portion covered by such termination. In the event of termination, Company shall deliver to County all materials and equipment and other work in preparation or progress, and County may, at its option, take possession of and use in completing the work any or all subcontracts and purchase orders or any materials, equipment or other items of Company on the project site at the time of termination.
- D. Withholding At Termination. In the event of termination, County may withhold all payments otherwise due Company as security for the completion of the Work and other obligations of Company, and Company shall not be entitled to any further payment until the Work is completed by County. If the costs and damages incurred by County on Company's behalf exceed the unpaid balance otherwise due Company, then Company shall not be entitled to any further payment and shall reimburse any shortfall to County upon demand. If such costs and damages do not exceed the unpaid balance otherwise due Company, then County shall pay the balance to Company, but only to the extent of work performed by Company and unpaid by County through the date of termination, and subject to the terms and conditions of this Construction Contract, a change order, a scope of work, or similar document and any other rights of withholding by County. Company agrees that the payments required by this Paragraph are its sole and exclusive remedy for a termination for default, and Company hereby waives any claims or rights of recovery for loss of or anticipated profits on unperformed Work or any other loss or damage.
- E. Bond. County may file a notice, claim, or demand against Company's bond requiring the surety to take over and complete the project, tender a new contractor at surety's cost, finance the bond principal's completion of the work, indemnify the parties, or buy out the bond obligation as the situation requires. The bonding obligations herein will require that the surety perform or pay for items including, but not limited to labor, materials, and equipment until the work contracted for herein is completed and all records retention, insurance, indemnity and warranty periods have terminated.

subcontractors, and sub-subcontractors of any tier that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of Midland County and policies that name Midland County as an additional insured on a claims occurred basis (except workers' compensation).

7.7 Certificates: The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the County, an example of which is attached hereto as Exhibit C – Acord Form. The County shall not be required to provide any insurance whatsoever pursuant to this Contract. Company certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

VIII. BONDING

Company shall furnish a Payment and Performance Bond for bids in excess of \$50,000, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas and acceptable to the County. A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100% of the contract amount may be supplied in lieu of the Payment and Performance Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due under the Contract. A line item for premium costs shall be included in the bid tab provided to the County.

IX. WARRANTY

Neither the final payment nor any provision in this contract shall relieve Company of responsibility for faulty materials or workmanship, and Company shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a

OBTAINED AGAINST COUNTY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE COUNTY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN COUNTY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS COUNTY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

XI. ADDITIONAL REQUIREMENTS

11.1 **Wage Scale:** Company agrees to pay all workers in Company's employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area. If Company's work is in the furtherance of a federal-funded project, then the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

11.2 **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended (disclosure of interested parties). Company agrees that it

shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended (conflict of interest questionnaire). To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

11.3 Records Retention and Production of Information: To the extent that the work contemplated hereunder is funded by a federal or state grant program, Company shall preserve all records related to the work as prescribed by the funding grant and promptly provide them upon request. To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the County for the duration of the contract, (2) promptly provide to the County any contracting information related to the Contract that is in the custody or possession of Company on request of the County, and (3) on completion of the Contract, either (i) provide at no cost to the County all contracting information related to the Contract that is in the custody or possession of Company, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to County.

11.4 Public Information: To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

11.5 Prompt Pay Act: - County and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

11.6 No Third Party Beneficiary: The County's approval of this Contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

11.7 Assignment: Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein (including to subcontractors and suppliers), without the prior written consent of the County. The issue on whether or not to grant consent to an assignment is in the sole discretion of the County.

11.8 Governmental Immunity: By executing this contract the County is not waiving its right of governmental immunity. The County is retaining its immunity from suit. NO WAIVER OF GOVERNMENTAL IMMUNITY.

11.9 RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES COUNTY, COUNTY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR COUNTY'S NEGLIGENCE.

11.10 Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or its legal representative, shall give the County Engineer, or any other reasonable official of the County, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to so notify the County Engineer within the time and manner provided herein shall exonerate, excuse and except County from any liability whatsoever. The County is under no obligation to provide notice to Company that Company's notice is insufficient. The County reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of

XII. ATTORNEY FEES

BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST COUNTY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COUNTY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY AND COUNTY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

EXECUTED IN DUPLICATE the day and year first above mentioned.

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

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.

