



# SmithCounty

## Emergency Services District 2

### INVITATION TO BID

NAME OF COMPANY SUBMITTING BID \_\_\_\_\_

#### **SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE**

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced products and/or services. Bidders are cautioned that the Smith County ESD2 Support Services Department *is the sole point of contact* for Smith County ESD2 (the District) during this process. Any oral statement by any representative of the District, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

Smith County Emergency Services District 2  
Support Services Division  
PO Box 780  
Whitehouse, TX 75791

PHONE (903) 617-6578  
FAX (903) 291-5323

[Support.Services@smithcountyfire.org](mailto:Support.Services@smithcountyfire.org)

**Sealed bids will be received no later than: 2:00 P.M. Nov 14th, 2022**

**MARK ENVELOPE:        BID NO. 23-SS-01, JANITORIAL SERVICES-Administration Facility**

**RETURN BID TO:                DISTRICT SUPPORT SERVICES OFFICE**

**PO BOX 780**

**WHITEHOUSE, TEXAS 75791**

**A Mandatory pre-bid meeting and site visit will be conducted at 9:00 a.m. on Oct 17th, 2022** at the District's **Administration Office**, located at 14128 Highway 110 South, Whitehouse, TX 75791 to answer questions regarding the bid requirements. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-bid meeting and site visit is a prerequisite for submitting a bid. **Bids will only be accepted from those who are represented at the pre-bid meeting and site visit.** Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster. Potential vendors are welcome and encouraged to take any measurements needed during site visit.

**Smith County ESD2** appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Support Services Building at the Administration Offices at 14128 Highway 110 South, Whitehouse, Texas 75791 on Nov 14<sup>th</sup> at 9:30 a.m. You are invited to attend. Award will be made approximately two weeks after the bid opening date. The District reserves the right to

award contracts on an individual item or lump sum basis, whichever is the best interest of the District. To obtain results please contact the Director of Support Services at the address above or phone (903) 617-6578.

**Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.**



**SmithCounty**  
Emergency Services District 2

# INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



**SEALED BID • DO NOT OPEN**

**JANITORIAL SERVICE-Administration Facility**

**BID No. 23-SS-01**

**BID OPENING: NOV 14th, 2022 @ 9:30 A.M. CT**

**For Information Contact:**

**Larry Locke**

**(903) 617-6578 x 606**

**[Support.Services@smithcountyfire.org](mailto:Support.Services@smithcountyfire.org)**

**Company**

**Name:** \_\_\_\_\_

**Contact**

**Name:** \_\_\_\_\_

**Telephone**

**Number:** \_\_\_\_\_

**Bids must be addressed to:                    OR            Delivered by hand to**

**Larry O. Locke  
Director of Support Services  
PO Box 780  
Whitehouse, TX 75791**

**Larry O. Locke  
Director of Support Services  
14128 Highway 110 South  
Whitehouse, TX 75791**

## **SECTION II – INSTRUCTIONS AND GENERAL TERMS**

**By order of the Director of Support Services of Smith County ESD2, sealed bids will be received for:**

### **Janitorial Services- Smith County ESD2 Administration Facility**

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the goods and services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the goods and services specified. The District reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the District. The District reserves the right to purchase additional units of the types of goods and services specified, provided pricing, terms and conditions remain the same.

**2.01 IT IS UNDERSTOOD** that the District reserves the right to reject any or all bids for any or all goods and services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the District.

**2.02 BIDS MUST BE** submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS or ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.***

**2.03 SUBMISSION OF BIDS:** The District requests one original and one copy of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

**SMITH COUNTY ESD2  
SUPPORT SERVICES OFFICE  
PO BOX 780 – 14128 Highway 110 South  
WHITEHOUSE, TX 75791**

**2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE DISTRICT'S SUPPORT SERVICES OFFICES BEFORE BID OPENING DATE AND TIME.** Bids received in the District Support Services Office after the submission deadline will be considered void and unacceptable. The District is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Support Services Office will be the official time of receipt.

**2.05 FUNDING:** Funds for payment have been provided through the District budget approved by the District's Commissioners for this year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current District fiscal year will be subject to budget approval.

**2.06 ALTERING BIDS:** Bids cannot be altered or amended after the submission deadline. Any interlineations, alteration, or erasure made before opening must be initialed by the signer of the bid.

**2.07 WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the District for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

**2.08 SALES TAX:** The District is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

**2.09 BID AWARD:** The District will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the best value bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the district. In selecting the bidder to whom the contract will be awarded, the District also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. The District may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

**2.10 CONTRACT:** This bid, when properly accepted by the District, shall become a contract equally binding between the successful bidder and the District. No different or additional terms will become a part of this contract with the exception of Change Orders.

**2.11 CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Support Services Agent.

**2.12 IF DURING THE** life of the contract, the successful bidder's net prices to other customers for goods and services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the District.

**2.13 A PRICE** adjustment may be considered by the District only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, Consumer Price Index, etc.). The District reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the District.

**2.14 DELIVERY:** All delivery and freight charges (FOB District) are to be included in the bid price.

**2.15 Section not used.**

**2.16 ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District.

**2.17 EXCEPTIONS/SUBSTITUTIONS:** Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The District reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the District.

**2.18 DESCRIPTIONS:** Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

**2.19 ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in the District's Support Services Agent. Addenda can be found on the District's website [SmithCountyFire.org/SCESD2/Bids](http://SmithCountyFire.org/SCESD2/Bids). Addenda can also be obtained by calling District Support Services office at 903-617-6578. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

**2.20 BID MUST COMPLY** with all federal, state, District and local laws concerning types of products specified.

**2.21 DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS:** A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

The District may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

**2.23 REFERENCES:** The District requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

**2.24 BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

**2.25 INDEMNIFICATION:** The contractor agrees and shall indemnify and hold harmless the District, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

**2.26 WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to the District, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

**2.27 TERMINATION OF CONTRACT:** This contract shall remain in effect until the contract expires, until acceptance of performance of goods and services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The District reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the goods and services at the best value for the municipality, as the District deems to be in the best interest of the District. District reserves the right to hold original contractor responsible for any resultant increase in cost.

**2.28 TERMINATION FOR DEFAULT:** The District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default of this contract. The District reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the District to exercise any or all rights. The District may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the District for breach of this contract shall not prevent the District from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the District within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that District shall not be liable to prosecution for damages in the event that the District declares the bidder in default.

**2.29 NOTICE:** Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Whitehouse, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

**2.30 CONTRACT ADMINISTRATOR:** Under this contract, the District may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the District Support Services Department and the successful bidder.

**2.31 PURCHASE ORDER:** A purchase order(s) shall be generated by the District to the successful bidder. The purchase order number must appear on all itemized invoices. The District will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**2.32 EACH INVOICE** shall be numbered and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) District Purchase Order number, and (4) descriptive information as to the goods and services delivered.

**2.33 PAYMENT** will be made upon receipt and acceptance by the District of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The District's standard payment terms are net 30, i.e. payment is due in 30 days.

**2.34 ITEMS**, if any, supplied under this contract shall be subject to the District 's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the District. If

the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the District.

**2.35 SAMPLES:** When requested, samples shall be furnished free of expense to the District. Samples will be returned on request.

**2.36 WARRANTY:** The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

**2.37 REMEDIES:** The successful bidder and the District agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**2.38 APPLICABLE LAW AND VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Whitehouse, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Smith, County, Texas.

**2.39 EQUAL EMPLOYMENT OPPORTUNITY:** The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

**2.40 ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the District.

**2.41 SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

**2.42 PROPRIETARY INFORMATION:** The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction. By submitting a bid in response to this ITB, the bidder agrees that any information not clearly marked as proprietary is not confidential and may be publicly released. The District is subject to the Texas Public Information Act (Texas Government Code Chapter 552), and any and all agreements awarded pursuant to this ITB and any other documents related thereto will be public information. Bidder further agrees that the interest rate offered by bidder and the amounts of other fees and charges proposed in response to this ITB are all public information and bidder consents to the release of such information to the public.

**2.43 This section not used.**

**2.44 BEST VALUE:** THE DISTRICT WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE DISTRICT. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE DISTRICT ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the District may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the District's needs;
5. the bidder's past relationship with the District;
6. the impact on the ability of the District to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the District to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

**2.45 NONRESIDENT BIDDERS:** Texas state law requires that the District give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

**2.46 OZONE ACTION DAYS –** The successful bidder shall observe and follow District Policy in regard to operating equipment and providing goods and services on Ozone Action Days.

**2.47 ANY QUESTIONS** concerning the ITB shall be directed to the Support Services Department in writing. The FAX number for written inquiry is 903 617-6578 or you may e-mail to [Support.Services@smithcountnyfire.org](mailto:Support.Services@smithcountnyfire.org). Reference the section and page in question.

**2.48 SUBCONTRACTING:** The awarded vendor shall not subcontract without the written approval of the District. It is expressly understood and shall be agreed by both the District and vendor that the District is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the District.

#### **2.49 Section not section**

**2.50 STORM WATER MANAGEMENT:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the District 's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
  - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
  - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
  - (3) minimizing the impact to the public health and the environment;
  - (4) neutralizing the effects of the incident;
  - (5) removing the discharged or spilled substances; and
  - (6) managing the wastes.
- Training and equipping all employees who are present on District property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

**2.51 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** Chapter 2270 of the Texas Government Code prohibits the District from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the District and the successful bidder.

**2.52 DISCLOSURE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the District cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the District. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by the District's Commissioners, the successful bidder will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print and sign Form 1295.
3. Within seven (7) business days from notification of pending award by the District Support Services Department, the completed Form 1295 must be submitted to the District.
4. The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a District contract.



Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.**

**Please Note: No action is required until notification of potential award by the District Support Services Department.**

The Immigration Reform and Control Act (IRCA) requires employers to verify the identity and employment eligibility of all employees hired after November 6, 1986, by completing the Employment Eligibility Verification (I-9) Form, and reviewing documents showing the employee's identity and employment authorization.

In compliance with federal law, contractors will be required to verify identity and eligibility to work in the United States for all persons hired to work in any and all District facilities. As a prerequisite to working in District facilities, the contract employer will require employees to complete the required employment eligibility verification document form.

The District reserves the right to audit this verification at any time.

## **SECTION III - SPECIAL PROVISIONS**

**3.00 BID SECURITY:** A bid security is not required.

**3.01 MANDATORY PREBID MEETING:** A Mandatory pre-bid meeting and site visit will be conducted at 9:00 a.m. on Oct 17th, 2022 at the District's Administration Office, located at 14128 Highway 110 South, Whitehouse, TX 75791. All interested parties are invited to attend. The purpose of this meeting is to review ITB and answer questions. A tour of all facilities included in this contract will be conducted at the pre-bid meeting. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at the mandatory pre-bid meeting and site visit is a prerequisite for submitting a bid. Bids will only be accepted from those who are present at the pre-bid meeting and site visit. Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster.

**3.02 INSURANCE:** All bidders proposing to provide services to the District are required to have and maintain Workman's Compensation Insurance. The successful bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful bidder providing services to the District for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder must file a new certificate of coverage with the District showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the District listing all persons providing services under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder shall notify the District in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the District prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the District in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the District that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the District.

**Additional insurance is required.** The successful bidder shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Workers' Compensation and Employers' Liability  
\$1,000,000.00 per accident/occurrence.

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Products and Completed Operations  
\$500,000 each occurrence  
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage  
Combined Single Limit: \$1,000,000 "CSL" each occurrence

The successful bidder shall include the District and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the District by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Vendor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

## **COPIES OF INSURANCE CERTIFICATES ARE REQUIRED WITH THE BID**

**CRIMINAL BACKGROUND CHECKS:** The Vendor shall obtain (at its own expense) criminal background checks on all personnel who will be assigned to District facilities working in any capacity within the District including supervision. Initial background check performed on personnel shall be a comprehensive national background check. Any subsequent annual background check can be done on a state level. All background checks shall be comprehensive of the person's life. Any personnel convicted of theft of any kind shall not be allowed to work at any District facility. After initial background checks have been made, they must be performed annually for any person working at District facilities after one (1) year. Failure to obtain background checks as specified can result in termination of contract. Vendor shall provide a complete listing of all employees working at District locations. Vendor shall supply proof of criminal background checks upon request.

**No part of this contract shall be subcontracted out, without proper notification AND written consent from the District.**

## **SECTION IV - SCOPE OF WORK**

**4.00 GENERAL INFORMATION:** The purpose of this specification is to purchase services of an experienced janitorial services provider for the District's Administrative Facilities, located at 14128 Highway 110 South, Whitehouse, Texas. The Support Services Division solicits comments in regard to these specifications before date of closing. The final specifications will be binding on all bidders. The award will be made to the lowest and best bidder meeting all of the specifications and agreeing to the terms and conditions listed in this document.

**To qualify to** submit a bid vendor must be currently engaged in operating a **Commercial** cleaning service and have operated said cleaning service continuously for the past three (3) calendar years. Vendor shall only employ personnel that are thoroughly trained in all phases of cleaning and janitorial techniques and safety. **Day laborers are not acceptable.** Bidders shall provide with bid response a list of at least three (3) references for which janitorial services of the same type and to the same degree were provided within the last three years. Bidder's references must show three years of continuous janitorial experience and business under same business name. Failure to submit a list of qualified references may cause bid to be disqualified. The District reserves the right to contact any or all references prior to an award. The responses of references may be considered in assessing the reputation of the bidder and of the bidder's goods and services and the quality of the bidder's goods and services. In turn, these factors, in conjunction with the other factors listed in Section 2.44 of this ITB, may be considered by the District in determining whether the bidder provides goods or services at the best value for the District.

All bidders are required to inspect the Administrative Offices. Bidders will be responsible for measuring and estimating hours, cleaning supplies, and incidental costs associated with services specified. Bids shall include cost of labor, cleaners, polishes and equipment.

**A Mandatory pre-bid meeting and site visit will be conducted at 9:00 a.m. on Oct 17th, 2022 at the District's Administration Office, located at 14128 Highway 110 South, Whitehouse, TX 75791. A tour of all facilities included in this contract will be conducted at the pre-bid meeting.**

### **4.01 DEFINITIONS:**

**CONSUMABLE GOODS** - shall be defined as paper towels for patrons, toilet paper, hand soap, trashcan liners and urinal blocks/deodorizers. The District will provide consumable goods as needed. **NOTE: THESE SUPPLIES ARE NOT TO BE USED BY THE VENDOR FOR CLEANING OPERATIONS.**

**UNIFORM AND NAME TAG-** shall be worn for easy identification of workers.

**SMOCK** - or frock, a coat-like type of light loose garment worn especially for protection of clothing while working.

**VENDOR** - shall be defined as the janitorial service firm selected for the contract award.

**CLEANERS/POLISHES AND EQUIPMENT** - shall be defined as goods and equipment required for the cleaning, sanitizing and polishing of fixtures and surfaces specified. The Vendor will provide cleaners, polishes and necessary equipment to provide the contracted service. Including, but not limited to disinfectant, floor cleaners, glass cleaners, mops, buckets, vacuum cleaners, carpet shampooers, mechanical buffing machine, etc.

**NEUTRAL CLEANER** – a cleaning agent having a pH of 7 and which is neither acid nor alkaline. Neutral cleaners are gentler to surfaces and will not remove or damage finishes. **\*\*\*\*VENDOR SHALL PROVIDE ALL LABOR AND EQUIPMENT NECESSARY (OTHER THAN COSUMABLE GOODS) TO PERFORM SERVICES STATED IN THIS BID DOCUMENT. \*\*\*\*\***

#### **4.02 SPECIAL PROVISIONS:**

- A. Name tags and smock and/or uniform (provided by the Vendor) must be worn while cleaning District facilities. Vendor shall require all employees to wear them. The tags must state the contracting agency name and employee name. Modest attire must be worn at all times. No baggy pants or revealing clothing shall be worn at any time. Inappropriate attire includes/ but not limited to tank tops; midriff baring tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; and tops with bare shoulders
- B. Vendor/Service provider shall allow no dependents (children) or other unauthorized persons on the job sites by the employees of the Vendor.
- C. District staff (Contract Supervisor) will conduct weekly and if needed daily inspections and report all un-serviced areas to the Vendor's designated contact. Vendor shall provide a person responsible for all janitorial services for the purpose of routine communication and inspections if necessary.
- D. Vendor/Service provider must provide "on call" service for emergency spills on carpet and restroom mishaps. "On call" services will be quoted on an hourly rate with a two hour minimum. For emergency calls, the Contractor shall list on the Bid Response Page either a contact person's name and telephone number, or have a voice mail paging system or answering service. Contractors shall be required to initiate a call back to the sender within 25 minutes. Contractor shall respond on-site to requests for emergency calls within two (2) hours after notification.
- E. Work to be conducted after normal business hours unless otherwise specified.
- F. Refill all paper towel, toilet tissue, soap and deodorizer dispensers as needed, supplies will be provided by the District.
- G. Vendor/Service provider will be responsible for guaranteeing the facility is secured upon completion of janitorial duties.
- H. Vendor/Service provider will be required to complete a Facility Check-list at the conclusion of each service provision. The Checklist outlines all required duties according to the specifications below. The Check-list will be signed by the Vendor/Service provider and be left in a designated location for the building's Contract Supervisor.
- I. Vendor/Service provider should conduct themselves in a professional manner at all times.

- J. The District reserves the right to require immediate removal of any Vendor employee from District service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Vendor agrees to this condition by accepting this Contract. The Vendor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract.
- K. Custodians shall be employees of the Vendor; day laborers are not acceptable. The Vendor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substances or wastes shall be in accordance with all federal, state and county laws, ordinances, rules and regulations.
- L. Vendor shall have a Cleaning Supervisor available for callback without additional cost to the District if at any time the cleaning staff fails to perform or does not arrive to perform the duties listed herein. Vendor shall provide the District with a twenty-four (24) hour contact phone number under emergency contact information.
- M. Vendor shall ensure that its staff is drug free. NO alcohol or drug use shall be permitted on District property.
- N. Vendor shall establish, implement and maintain a training program to ensure that all staff is familiar with Janitorial industry cleaning standards as well as standards set forth in this IFB.
- O. **\*ALL CLEANING MUST BE DONE AFTER NORMAL BUSINESS HOURS EXCEPT WHERE NOTED\***

Office hours:

Buildings 1:

Monday through Friday 8:00 a.m. to 5 p.m. Building is approximately 2,197 sq. ft.

Buildings 2:

Monday through Friday 7:00 a.m. to 7 p.m. and Saturday 8:00 a.m. – 5:00 p.m., Tuesday and Thursday 10:00 a.m. – 9:00 p.m. and Sunday 1:00 p.m. – 5:00 p.m.

Building is approximately 2,657 sq. ft.

Buildings 3:

Monday through Friday 8:00 a.m. to 5 p.m. Building 3 is approximately 1,500 sq. ft.

All cleaning is to be performed after business hours.

## **TWICE WEEKLY: Monday-Friday**

1. Restrooms - Vendor/Service Provider will clean and sanitize all restrooms
  - A. Clean and wipe with a disinfectant cleaner all counter tops, splash-guards, dividers and exterior toilet bowl and urinal surfaces scrub all toilet bowl and urinal interiors with a disinfectant cleaner that will remove ALL stains and rings left by water.
  - B. Clean all mirrors, water faucets and other bright shiny surfaces to maintain a spot free and shiny clean appearance.
  - C. Clean all sinks and lavatories with a mild stain removing cleaner.
  - D. Empty all waste cans and replace liners.
  - E. Sweep and mop all restroom floors, guaranteeing removal of all debris, mop with a dilute disinfectant until visibly clean and free of streaks.
  - F. Spray hard surfaces with a disinfectant and wipe surface clean.
  - G. Re-supply all consumable goods such as soap, paper towels and toilet tissue.
2. Empty all waste baskets and replace soiled basket liners.
3. Empty recyclables (blue bins) into the large recyclable container located in the lobby.
4. Dust all desks, counter tops, bookshelves, file cabinet tops, armchairs, windowsills, ledges and partition tops.
5. Vacuum ALL carpet floors. Spot clean to remove stains.
6. Sweep and mop all tile floors.
7. Sweep and mop until clean and not streaked all hard surface floors.
8. Sweep sidewalks and entrances from doors out 20 feet.
9. Keep all glass doors and windows free of fingerprints and smudges.
10. Clean and polish all water fountains and maintain shiny and spot free surfaces.
11. Clean cigarette receptacles and ashtrays.
12. Kitchen Area – clean and sanitize the kitchen area.
  - A. Clean and wipe with a disinfectant cleaner all countertops and table tops.
  - B. Clean and wipe with a disinfectant the front exterior of the microwave and refrigerator.
  - C. Clean and sanitize the sink.

## **WEEKLY:**

1. Low dust below 10”.
2. Polish all wood counters, tables, chairs and doors with a protective polish weekly.
3. Clean glass entrances and doors and atrium glass inside and outside.
4. Clean inside the microwave in the break room.

**MONTHLY:**

Wipe down rubber baseboards.

**QUARTERLY:**

1. Dust ceiling areas and areas above arms reach and clean free of cobwebs using step ladder provided by the Vendor if needed.
2. Dust window blinds.
3. Clean windows inside and outside.
4. Clean all restroom surfaces not cleaned during the daily routine with disinfectant deodorizing cleaner.

**HOLIDAYS:** The following days are statutory holidays upon which the Vendor shall not be obligated to perform services; New Year’s Day, MLK Day, Good Friday and Good Friday weekend (Easter), Memorial Day and the preceding weekend, Independence Day, Labor Day and the preceding weekend, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.

**SECTION V - BID RESPONSE**

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total prices listed on the document below. I agree to perform these services as listed in Section IV – Scope of Work for prices stated below. The square footages shown are estimates only and in no way are binding upon the District. At any time during the term of the District’s contract with the bidder, and subject to the applicable provisions of state law (including without limitation Section 252.048 of the Texas Local Government Code), the District may, in its discretion, increase or decrease the quantity of work to be performed under the contract.

Bid Instructions: Please enter the cost per visit and multiply that figure by 2 to get the janitorial cost per week. Multiply the janitorial cost per week by 52 to get the annual janitorial cost.

JANITORIAL COST PER VISIT	CLEANING TO BE PERFORMED 2 TIMES PER WEEK	JANITORIAL COST PER WEEK	CLEANING PERFORMED 52 WEEKS PER YEAR	ANNUAL JANITORIAL COST
\$	X 2 TIMES PER WEEK	\$	X 52 WEEKS	\$

Hourly “On Call” Rate	\$
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**EMERGENCY CONTACT INFORMATION:**

The vendor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

Emergency Contact Name: \_\_\_\_\_

Telephone Number during normal operating hours: \_\_\_\_\_

Telephone Number after normal operating hours: \_\_\_\_\_

Contract Administrator's Name: \_\_\_\_\_

Contract Administrator's Telephone Number: \_\_\_\_\_



**I have read and agree to the terms and conditions of this bid request.**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY \_\_\_\_\_

**Addenda Acknowledgement:**

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: \_\_\_\_\_

Signature: \_\_\_\_\_

# ATTACHMENT I

## REFERENCES

Each bidder shall provide a minimum of three (3) verifiable references as stated on Page 10, Section 5.00, second paragraph.

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Description of Services provided \_\_\_\_\_

Dates of Service \_\_\_\_\_

Size of facility and/or number of facilities \_\_\_\_\_

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Description of Services provided \_\_\_\_\_

Dates of Service \_\_\_\_\_

Size of facility and/or number of facilities \_\_\_\_\_

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Description of Services provided \_\_\_\_\_

Dates of Service \_\_\_\_\_

Size of facility and/or number of facilities \_\_\_\_\_

**ATTACHMENT II**

**BID AFFIDAVIT**

All pages in the bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_

On this day personally appeared, \_\_\_\_\_ who after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship. I hereby certify that the foregoing bid has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this bid. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon." I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.

YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the District of Smith County Emergency Services District 2. YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_ (give state).

Name and Address of officer:

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

Telephone Number \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature:

\_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me by the above-named

\_\_\_\_\_ on this the \_\_\_\_\_ day of, 20 \_\_\_\_\_

(name of Notary)

**Notary Public** in and for the State of \_\_\_\_\_

**ATTACHMENT III**  
**DISTRICT**  
**House Bill 89 Verification**

I, \_\_\_\_\_ (Person name), the undersigned representative of \_\_\_\_\_ (Company or Business name) \_\_\_\_\_ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*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.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

## ATTACHMENT IV

### NOTICE TO ALL DISTRICT VENDORS AND ALL POTENTIAL DISTRICT VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The District is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The District will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

[www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us/>> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity      \_\_\_\_\_  
Date

## **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.