



# 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  
291-5323  
Whitehouse, TX 75791

PHONE (903) 617-6578  
FAX (903)

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

**Sealed bids will be received no later than: 9:00 A. Nov 30<sup>th</sup>, 2022**

**MARK ENVELOPE:**

**BID NO. 23-SS-07, Overhead Door Services**

**RETURN BID TO:**

**Smith County Emergency Services District 2  
SUPPORT SERVICES OFFICE  
PO BOX 780  
WHITEHOUSE, TEXAS 75791**

**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 Oct 31<sup>st</sup> at 11:30 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**

**Overhead Door Services**

**BID No. 23-SS-07**

**BID OPENING: Nov 30th, 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:**

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

**Smith County Emergency  
Services District 2  
Larry O. Locke  
PO Box 780  
Whitehouse, TX 75791**

**Smith County Emergency  
Services District 2  
Larry O. Locke  
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:

### **Overhead Door Services – For Smith County ESD2 Facilities**

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the 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  
Larry O. Locke  
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 CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. District policy prohibits Council members and other officers and employees of the District from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the District.

**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 INCLEMENT WEATHER:** In case of inclement weather or any other unforeseen event causing the District to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the District is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the District may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the District of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The District reserves the right to make the final judgment call to extend any deadline.

**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:

- i 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.
- ii Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print and sign Form 1295.
- iii 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.
- iv 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 SUPPORTING INFORMATION:** When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to ensure that your product meets or exceeds minimums specified.

**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**

**3.03 NON-RESIDENT 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 non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Law. Bidders must certify that they are resident or non-resident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder.

**3.04 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:** The intent of this Invitation to Bid (ITB) is to award a contract to supply overhead door services on both a "routine" and "as needed" basis for repairs, maintenance and special projects (as designated) for the District's Facilities. Specific jobs are not outlined or described herein. During the contract period, the successful contractor shall be available for any Overhead Door Services required by the District. The contractor should have a flexible organization capable of performing multiple assignments simultaneously for emergency and non-emergency calls. In the event that multiple (more than 2) emergency repairs are needed and contractor cannot respond on a timely basis to adequately resolve all issues, the District reserves the right to contact a secondary vendor to address the most critical emergencies at hand. The contractor must be proficient in maintaining and installing a wide variety of brand name equipment and systems. Successful contractor must have all necessary equipment available at all times. The District representative has final approval of all parts/equipment to be purchased.

This is an annual requirements style agreement. Services provided will be on an as needed basis. The District does not guarantee any specific amounts either minimum or maximums. **This contract does not apply to any jobs totaling more than \$10,000.00. If the price under this contract for a service call totals more than \$10,000.00, the project shall be let separately under the competitive process in accordance with the District Purchasing Policy and Texas State Law.** The District representative has final approval of all parts/equipment to be purchased. **The District does not guarantee any specific amounts under this contract.**

The following list shows facilities, addresses and number of overhead doors and gates

<b>Facility #</b>	<b>Name</b>	<b>Address</b>	<b>Doors</b>	<b>Gates</b>
141	Arp 1	201 S Main St, Arp, TX 75750	9	0
142	Arp 2	County Road 246 S	3	0
146	Troup 1	204 E Wilkinson Dr, Troup, TX 75789	10	0
147	Troup 2	856 Co Rd 4608, Troup, TX 75789	4	0
148	Troup 3	707 W Noble St, Troup, TX 75789	3	0
151	Whitehouse 1	20510 TX-110, Troup, TX 75789	9	0
156	Bullard 1	215 S Houston St, Bullard, TX 75757	12	0
157	Bullard 2	2281 County Rd 1174, Bullard, TX 75757	4	0
161	Flint Gresham 1	11029 County Rd 140, Flint, TX 75762	9	0
162	Flint Gresham 2	15995 FM2493, Tyler, TX 75703	4	0
166	Noonday 1	16619 State Hwy 155, Tyler, TX 75703	6	0
136	Chapel Hill 1	13801 County Rd 220, Tyler, TX 75707	9	0

131	Jackson Heights 1	2874 County Rd 24, Tyler, TX 75705	6	0
132	Jackson Heights 2	19832 TX-31, Tyler, TX 75705	6	0
171	Dixie 1	584 County Rd 1143, Tyler, TX 75704	8	0
172	Dixie 2	10109 FM 724, Tyler, TX 75704	4	0
126	Winona 1	1111 Dallas St, Winona, TX 75792	7	0
127	Winona 2	11525 State Hwy 155, Tyler, TX 75708	4	0
128	Winona 3	22033 US-271, Gladewater, TX 75647	2	0
402	Fleet Maint.	11047 FM14, Tyler, TX 75706	5	1
121	Red Springs 1	16759 FM14, Tyler, TX 75706	8	0
122	Red Springs 2	11047 FM14, Tyler, TX 75706	3	1

#### 4.01 DESCRIPTION OF WORK:

- A. Projects shall include, but not be limited to, repair of overhead doors and electronic gates, in both commercial and residential settings.
- B. Preventive maintenance work conducted annually on all overhead doors and electronic gates at all facilities.
  - a. Preventive Maintenance should include inspections of important components of each door or gate, including mechanical and structural elements, controls, settings, and safety devices. Following each monthly maintenance visit, a report will be provided by the contractor for each door or gate, complete with technicians' notes, photos, work completed, and any recommended corrective repair work.
- C. Contractor shall use qualified technicians with appropriate certifications, where required, to perform the Work under this Contract.

#### 4.02 GENERAL:

A. The Contractor shall provide all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration of overhead doors and electronic gates systems.

B. All work shall be scheduled at the convenience of the District so as not to interfere with the District's conduct of business. In the event the Contractor is required to perform work other than Monday through Friday from 8:00 a.m. to 5:00 p.m., and emergency calls, Contractor shall charge no more than 1 ½ times the fixed hourly rate for the individual performing the service. This rate shall only be charged with prior authorization from the Facility Services division authorized representative(s) acting within their authority for the District.

C. Man hours paid under this Contract shall be only for productive hours at the job site. Overhead is not billable separately and shall be included in the productive hourly rate. Overhead includes but is not limited to estimates, office support, transportation to the job, material acquisition, and supervision. Specialty equipment, such as Rental equipment shall be itemized and billed as a separate line item. Specialty equipment shall be obtained by the contractor. Any Rental equipment used and billed to the District will require verification of fees. A reasonable up charge is allowed, but must be approved by the District of Representative.

NOTE: The District shall accept no minimum charge stipulation.

D. Contractor shall obtain all permits for inspections, tests and other services required for completion of work.

E. All material shall be new (unless approved in writing by the District Representative).

F. All wire/cables shall be copper unless otherwise approved by the District's Project Manager.

G. Materials, Parts/Equipment shall be billed at maximum of Contractor Cost + 20% markup percentage. Contractor shall supply copies of their supplier's invoice of materials upon request.

H. Contractor shall not charge for commonly used equipment such as pipe wrenches, pipe threaders, sink machines, etc. All equipment charges must be preapproved by the District Representative.

#### 4.03 ESTIMATES:

- A. Contractor shall provide written "Not to Exceed" estimates on all non-emergency projects totaling more than \$1,999.99. Contractor shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days of the original request. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.
- B. Work shall be performed with the District's authorization by issuance of a Purchase Order. Upon authorization actual work shall not exceed the Contractor's estimate.
- C. Unreasonable estimates shall be deemed cause to terminate this Contract.
- D. Unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the District, and a written change order will be issued. The Contractor shall submit to the District Representative a written estimate for the extra work on a Time and Materials basis using Contract pricing.

#### **4.04 WORKMANSHIP:**

- A. Only first-class work shall be performed and all materials furnished in carrying out this Contract shall be of character and quality required by the specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the District Representative.
- B. If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within forty-eight (48) hours after receipt of the above-mentioned notice, or if they shall not make satisfactory progress in doing so, the District Representative may cause said work or materials to be removed and replaced to the satisfaction of the District by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the Contract.
- C. Before commencement of a project, the Contractor and the District Representative will meet to agree upon a scope of work. It can be expected that if the Contractor is the only contractor that is working on the project, that all ceiling tiles will be put back in place every evening unless written authorization is given by the District Representative to extend the time frame. Ceiling tiles damaged by the Contractor shall be replaced by the Contractor at the Contractor's expense. If the Contractor must bore holes into other surfaces for access, the District Representative and contractor shall agree before commencement of the project as to the remediation of the material. The intention of this paragraph is to make sure the condition of the work areas shall be restored to the same condition as before the work commenced.

#### **4.05 INCOMPETENT OR DISORDERLY EMPLOYEES AND EMPLOYEE APPEARANCE:**

- A. If any person employed by the Contractor shall appear to the District Representative to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately at the request of the District Representative, and shall not again be re-employed (on subject project) except by written consent of the District Representative. All Contractor employees working at District job sites shall be in a Company uniform that clearly identifies the name of the Company. The uniforms shall be clean and neat in appearance. The District reserves the right to require immediate removal of any employee from District service it deems unfit for service for any legal reason.

#### **4.06 RESPONSE TIME AND CONTACT INFORMATION:**

- A. Contractor shall indicate on the Pricing Schedule a contact person's name and telephone number for normal working hours, 8:00 a.m. - 5:00 p.m., Monday through Friday. **Answering machines are unacceptable as point of contact.** For emergency calls, outside normal working hours (weekend and/or holidays), the Contractor shall either list on the Pricing Schedule a contact person's name and telephone number, or have voice mail paging system service or answering service. Contractors using a voice mail paging system or answering service in lieu of a contact person shall be required to initiate a call back to the sender within 25 minutes. **Repeated failure to respond within the above timeframe shall, at the option of the District, result in termination of the Contract.**
- B. Contractor shall respond to regular service calls within forty-eight (48) hours, or at such an interval or schedule as mutually agreed upon by the Contractor and the District.
- C. Contractor shall respond on-site to requests for emergency calls within two (2) hours after notification to make directed repairs. For the purposes of this bid and resulting contract, an emergency is defined as any condition(s) that would disrupt normal District business including, but not limited to a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the District Representative or his authorized representative(s), and also applies in **the event of a natural disaster or other catastrophic event when the District has declared a "State of Emergency"**. Contractor shall provide the District with a twenty-four (24) hour emergency contact phone number.
- D. Contractor must be capable of handling more than one service call at a time in the event that 2 or more areas may need critical service at the same time.

**5.00 CONTRACT TERMS AND CONDITIONS:** The Contract with the successful bidder will contain the following Contract Terms and Conditions:

**5.01 CONTRACT QUANTITIES:** The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period. Quantities shown shall not be construed to represent any amount which the District shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the District.

**5.02 DELAYS:** If delay is foreseen, the Contractor shall give immediate written notice to the District Representative. The Contractor must keep the District advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the District to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

**5.03 DELIVERY FAILURES:** Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the District Representative, or should the Contractor fail to make a timely replacement of rejected items when so requested, the District may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the District for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the District owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the District as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

**5.04 MATERIAL SAFETY DATA SHEETS:** By law, the District will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the District, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the District's criteria for approval.

**5.05 EQUIPMENT:** Periodically the District will require contractor to have access to a Lift Truck. Service requiring 70' or greater bucket lift truck will be scheduled in advance and can be specialty equipment that may be rented. Facilities may require lift and/or bucket truck services for maintenance purposes. The District may provide a 40' lift for emergency service needs. Contractor shall provide lift and/or bucket truck in non-emergency situations, upon the request of the District. The use of insufficient and/or inadequate machinery or equipment as determined by the District Representative shall be deemed a breach of the Agreement.

**5.06 SAFETY:** All Contractors and subcontractors performing services for the District are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may

cause injury or damage to any persons or property within and around the work site area under this Contract.

**5.07 PERMITS:** It shall be the responsibility of the Contractor to comply with any ordinances by securing any necessary permits.

**5.08 SUBSTITUTIONS:** NO substitutions or cancellations are permitted after Contract award without written approval by the District. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the District agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the District at its sole discretion.

**5.09 CONDITION OF ITEMS:** All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

**5.10 WORKMANSHIP AND INSPECTION:** All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The District may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the District. Further, the District may, from time to time, make inspections of the work performed under the Contract. Any inspection by the District does not relieve the Contractor of any responsibility in meeting the Contract requirements.

**5.11 CLEANING UP:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

**5.12 INVOICING AND PAYMENT:** The cost of any required overhead door or gate work including urgent repairs and callback service that is required on a facility overhead door or gate system shall have a detailed report of labor hours, parts and material used, and equipment repaired, replaced or installed, submitted to District's representative. Upon delivery and acceptance of work, the Contractor shall submit a proper invoice detailing the appropriate work, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed. Invoices shall be submitted to:

Accounts Payable  
Smith County ESD2  
PO Box 780  
Whitehouse, TX 75791

All such invoices will be paid within thirty (30) days by the District unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

**6.01 SUBMISSION OF BIDS:** Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of its contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Support Services Department BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to PO Box 780, Whitehouse, TX 75791 or 14128 Highway 110 South, Whitehouse TX, 75791. Faxed and e-mailed bids will not be accepted.

**6.02 QUESTIONS AND INQUIRIES:** Written questions and inquiries will be accepted from any and all bidders. The Support Services Department is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other District staff regarding the ITB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the ITB number, title, and acceptance date. Material questions will be answered in writing with an Addendum. It is the responsibility of all bidders to ensure that they have received all addendums.

**6.03 CONTRACT QUANTITIES:** The quantities specified in this Invitation to Bid are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the District shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to fill all orders placed by the District.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE DISTRICT SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM

**SECTION VII - 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 directed for the units and/or lump sum prices stated below.

**Repair Service Proposal**

Hourly Rate \$ \_\_\_\_\_

Holiday Hourly Rate \$ \_\_\_\_\_

After Hours Rate \$ \_\_\_\_\_

Material Costs Cost + \_\_\_\_\_ %

Year 2 \_\_\_\_\_ % (price increase anticipation)

Year 3 \_\_\_\_\_ % (price increase anticipation)

Other (specify) \$ \_\_\_\_\_

Other (specify) \$ \_\_\_\_\_

Other (specify) \$ \_\_\_\_\_

**\*\*All fees to be charged must be listed on the bid response page. \*\***  
\*\*\*\*\*

Warranty period for labor/workmanship and parts shall not be less than 30 days

**Preventive Maintenance Proposal**

Hourly Rate \$ \_\_\_\_\_

Material Costs Cost + \_\_\_\_\_ %

We agree to serve as a secondary vendor if not selected as the primary vendor: ( ) yes ( ) no

**Submittals: To be declared responsive and receive consideration for award the following items must be submitted with the bid;**

- \_\_\_\_\_ **All pages of this document**
- \_\_\_\_\_ **Insurance certificates or letter of insurability**
- \_\_\_\_\_ **References (3)**
- \_\_\_\_\_ **Copies of all applicable Licenses**
- \_\_\_\_\_ **Bid Affidavit**



**CONTACT INFORMATION:**

Normal Working Hours: 8:00-5:00 Monday-Friday

Name \_\_\_\_\_ Telephone number: \_\_\_\_\_

Emergency Calls/Outside normal working hours

Name \_\_\_\_\_ Telephone number: \_\_\_\_\_

Pager number: \_\_\_\_\_

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

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

SIGNED \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

Email \_\_\_\_\_

**ATTACHMENT I**

**REFERENCES**

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has performed this or similar services.

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Services provided \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Services provided \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Services provided \_\_\_\_\_

## ATTACHMENT II

## BID AFFIDAVIT

All pages in offeror's 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 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 understood 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 proposal. 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.  
YES \_\_\_\_\_ NO \_\_\_\_\_

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

Name and Address of offeror:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 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

### 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

<http://www.ethics.state.tx.us> or at 1-800-325-8506.

Please remit the CIQ form with your bid.

Thank you.

## CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.

DATE RECEIVED

By law the questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code.

1. Name of person doing business with the local governmental entity.

2. \_\_\_\_\_ Check this blank if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated complete questionnaire with the filing authority no later than September 1 of the year for which any activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> day after the originally filed questionnaire becomes incomplete or inaccurate)

3. Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money and describe the affiliation or business relationship.

4. Name each governmental officer who appoints or employs local governmental officers of the governmental entity for which this questionnaire is filed and describe the affiliation or business relationship.

5. Name the local governmental officer with whom filer has affiliation or business relationship (Complete this section only if the answer to A, B, or C is yes)

A. Is the local governmental officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?    yes \_\_\_\_\_ no \_\_\_\_\_

B. Is the filer of the questionnaire named receiving or likely to receive taxable income or at the direction of the local government officer named in the section AND the taxable income is not from the local governmental entity?  
yes \_\_\_\_\_ no \_\_\_\_\_

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
yes \_\_\_\_\_ no \_\_\_\_\_

D. Describe each affiliation or business relationship.

6. \_\_\_\_\_ Date  
Signature of person doing business with the governmental entity

Please type or print name \_\_\_\_\_