

INVITATION TO BID

ITEM: STEEL PRODUCTS
BID NUMBER: 240514-10

DUE DATE- July 10, 2024 @ 10:00 am
Limestone County Auditor's Office
200 W. State St. Suite 301
Groesbeck, TX. 76642

Date of Opening: July 10, 2024 @ 10:00 am
Location: Limestone County Auditor's Office
200 W. State St. Suite
Groesbeck, TX. 76642

Date of Award: July 23, 2024 @ 9:00 am
Location: Limestone County Courthouse
Commissioners Court
200 W. State St.
Groesbeck, TX. 76642

Period of Contract: October 1, 2024 thru September 30, 2025

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Bid packets are available in the County Auditor's Office. Completed bid proposals must be received in the **Limestone County Auditor's Office , 200 W. State St. , Suite 301, Groesbeck, Tx 76642** by the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid number and opening date on the outside of the envelope.*

**LIMESTONE COUNTY
ROAD AND BRIDGE DEPARTMENT
James Trantham, Road Administrator
411 Elwood Enge, Groesbeck, TX.76642
Phone: (254)729-5513**

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2. Bids received in the Limestone County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Limestone County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the Auditor's Office shall be the official time of receipt. **No fax bids will be accepted.**

3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the approval of the Commissioners Court.
4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.
5. The bidder agrees if this bid is accepted, to furnish any and all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.
6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state laws.
7. Invoices shall be sent directly to the Limestone County Road & Bridge Dept., 411 Elwood Enge Groesbeck, Tx, 76642. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
8. Limestone County terms of invoice are net thirty (30) days from statement date.
9. **Price Escalation: Due to the volatility of the market, Limestone County will review the costs of materials on a monthly basis. The Contractor will be required to submit an affidavit on a monthly basis substantiating that any increase in bid costs represents an increase in the cost for services or materials and in no way represents an increase of profits, labor or other overhead. The Contractor must justify his request for an increase by submitting evidence from the suppliers detailing the price changes, the effective date for change and any other information requested by the County to verify the price change. Any product delivered to or picked up by the County at the proposed new price without a properly executed statement is made at the Contractor's risk. Consequently, in the event that such statement or affidavit is not received and approved by the County, the Contractor hereby releases the County from any and all liability whatsoever to pay for delivered materials at the new price prior to the Contractor's notification to the County. All increases will be subject to approval by Commissioners Court.**

Conversely, if costs in services or materials decrease, the same amount of decrease in costs shall be passed on to the County. The County may request information to verify pricing throughout the term of the contract.
10. Bidder shall furnish the required materials at the price quoted and will not raise the price for the first sixty (60) days of the contract regardless of any price increases.
11. The County may extend the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this section shall be made for extensions of the contract period and adjustment of any price cited in the contract. The County's option to renew shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in sixty (60) day increments. The total period of this

contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of original contract period plus one hundred and eighty (180) days.

12. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the determination of the contract by the County. The County shall not pay for supplies, which are unsatisfactory. The County may give Contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
13. Quantities indicated in the bid are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
14. The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any fiscal year, Contractor may elect to terminate this agreement, with no additional liability to the County. County and Contractor agree that termination shall be Contractor's sole remedy under this circumstance.
15. The bid award shall be based on, but not necessarily limited to the following factors:
 - a. Total price
 - b. Special needs and requirements of Limestone County
 - c. Limestone County's evaluation of Contractor's ability
 - d. Contractor's past performance record with any Texas county
16. If this bid is accepted and approved by the Commissioners Court then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
17. The Contractor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.
18. All insurance requirements, including workers' compensation and liability, as outlined under state law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
19. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Limestone County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Limestone County, Texas.
20. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
21. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.

22. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.**
23. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
24. If the Contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
25. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

**James Trantham,
Road Administrator**

**LIMESTONE COUNTY
ROAD AND BRIDGE DEPARTMENT
James Trantham, Road Administrator
411 Elwood Enge, Groesbeck, TX. 76642
Phone: (254)729-5513**

CONTRACT

**STATE OF TEXAS
COUNTY OF LIMESTONE**

WHEREAS, the attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Limestone County Commissioners Court as the governing body of Limestone County did on _____, 20_____ award a contract to _____ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

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

WITNESSETH

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

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

Prior Agreements Superseded

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

Amendment

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

CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

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

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

CONTRACTOR

BY: _____
AUTHORIZED AGENT

LIMESTONE COUNTY

BY _____
County Judge

ATTEST: _____
Limestone County Clerk

CONTRACTOR

Name of Contracting Company

Contact Name

Title

Mailing Address

City State Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone Fax E-mail address

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

**LIMESTONE COUNTY
ROAD AND BRIDGE DEPARTMENT
James Trantham, Road Administrator
411 Elwood Enge, Groesbeck, TX. 76642
Phone: (254)729-5513**

SPECIFICATIONS

1. **Bid Purchase:** The County reserves the right to purchase services or materials from another supplier if the successful bidder cannot fill an order when needed.
2. **HB 1295:** Vendor must complete Form 1295 online with the Texas Ethics Commission ("TEC"). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. Business entities **MUST** complete Form 1295 online prior to contracting with Limestone County.
 - a.) Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right-hand corner of the form.
 - b.) The business entity must then execute a hard copy of the form and submit it to Limestone County with the submitted bid documents. Failure to submit Form 1295 with bid documents will result in disqualification.
 - c.) Example form included.
3. **Conflict of Interest Questionnaire** - Beginning January 1, 2006 a new state law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict-of-Interest Questionnaires by individuals and businesses. The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Limestone County Commissioners Court members and other elected/appointed officials.
 - a.) The law applies to:
 1. Businesses and individuals who contract with Limestone County,
 2. Businesses and individuals who seek to contract with Limestone County, (regardless of whether a bidder is awarded the contract), and
 3. Agents who represent such businesses in their business dealings with Limestone County.
 - b.) If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.
 - c.) This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ> and must be returned with the submitted bid documents.
4. **References** – Provide at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided on attached form.
5. **Request for Taxpayer Identification Number and Certification** – Vendor must complete a W-9 Form as attached.

**All prices are F.O.B. Limestone County
Road & Bridge Dept., 411 Elwood Enge, Groesbeck, TX. 76642**

2024 PROPOSAL FOR STEEL PRODUCTS

Steel H-Beams Specifications: (Conform to ASTM-A36)

Section Size	Weight Per ft.	Flange in Inches		Web Thickness	Price per Foot			
		Width	Thickness		30	40	50	70
12	65	12.000	0.605	0.390				
16	67	10.235	0.665	0.395				
21	50	6.530	0.535	0.380				
21	60-70	8.240	0.615	0.400				

Steel Bar Grating: Price per Sheet

3/16" X 2" X 3' X 20'	
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Steel Plate: Price per Sheet

6' X 20' (1/4" Thickness)	
8' X 20' (1/4" Thickness)	
6' X 24' (1/4" Thickness)	
8' X 24' (1/4" Thickness)	
6' X 20' (3/8" Thickness)	
8' X 20' (3/8" Thickness)	
6' X 24' (3/8" Thickness)	
8' X 24' (3/8" Thickness)	

Channel Iron: Price per Foot

6" (8.2 # per ft.)	
7" (9.8 # per ft.)	

Angle Iron Price per Foot

2" x 2" x 1/4"	
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Rebar Price per Each

1/2" (#4) (20' Stick)	
3/4" (#6) (20' Stick)	
1/2" (#4) (40' Stick)	
3/4" (#6) (40' Stick)	

Steel Pipe: (.450) Min. wall thickness Price per Foot

8 5/8" O.D. <i>List thickness</i>		
9 5/8" O.D. <i>List thickness</i>		

Bridge Decking – 22 Gauge Form Deck 1 1/2"	Price per Sheet
Steel (3' x 24')	
Galvanized (3' x 24')	

Guardrail	Price per Foot
Galvanized	

Submitted by:

Company Name: _____

Signature: _____

Title: _____

Print Name: _____

Date: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other Contractors.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

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

	Social security number										
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border: 1px solid black; height: 20px;"></td> <td style="width: 3%; border: none; text-align: center;">-</td> <td style="width: 33%; border: 1px solid black; height: 20px;"></td> <td style="width: 3%; border: none; text-align: center;">-</td> <td style="width: 24%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-						
	-		-								
or											
	Employer identification number										
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the specifications. The period of acceptance in this bid proposal will be ____ calendar days (30 calendar days unless a different period is inserted by bidder) after the bid opening date.

STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ who, having first been duly sworn, upon oath did depose and say:

That the foregoing proposal submitted by _____ herein called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or to any person or person engaged in this type of business prior to the official opening of this bid. And further, that the Manager, Secretary, or Officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of Supplies, Services, or Equipment bid on, or to influence any person to bid or not to bid thereon.

Name and Address of Bidder:

Signature:

Title:

Telephone:

Sworn to and subscribed before me this ____ day of _____, 20 ____ .

_____ Notary Public in and for the State of Texas

Awarded in Open Court this ____ day of _____, 20 ____ .

Richard Duncan, Limestone County Judge

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.

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
- 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.