

Request for Proposal

Janitorial Services 2021-12



200 W 2nd Street
PH: 979-233-3526 Fax: 979-233-8867

The City of Freeport invites all qualified parties to submit proposals for Janitorial Services, consistent with the Terms and Conditions set out below.

Proposals must be submitted in sealed envelopes prominently marked as follows:

PROPOSAL NUMBER 2021-12 JANITORIAL SERVICES

Return your proposal to:

Betty Wells, City Secretary
City of Freeport
200 W 2nd Street
Freeport, TX 77541

Proposals will be accepted until:

10:00 A.M. on Thursday, November 25, 2021

City of Freeport
200 W 2nd Street
Freeport, TX 77541

To be considered your proposal must be signed. All pages, including addenda and/or attachments, must be returned with your proposal. Upon delivery to the City of Freeport Proposals become binding may not be withdrawn or canceled by the proposer without the permission of the City of Freeport for a period of ninety (90) days following the date designated for the receipt of the proposal.

The City of Freeport appreciates your time and effort in preparing your proposal. However, proposals received after the deadline WILL NOT be considered for award. Further, the City of Freeport reserves the right to accept or reject any and all proposals and to waive informalities or defects in the bid responses as it shall deem to be in the best interest of the City.

Pre-Proposal Conference*:

Date and Time: Wednesday, November 17, 2021 10:00 A.M.

Location: City of Freeport, Police
Department Meeting Room
430 N Brazosport Blvd.
Freeport, TX 77541

*Attendance at this conference is strongly recommended. This will include a walk-through of all facilities.

GENERAL INFORMATION

Inquiries: Questions/inquiries concerning this Request for Proposal (RFP) must be submitted prior to 5:00 p.m. on Friday, November 19, 2021. All inquiries should be emailed to Cathy Ezell, Finance Director, at cezell@freeport.tx.us.

Deadline for Proposals: November 25, 2021, 10:00 A.M.

Submit Proposals to: City Secretary
City of Freeport
200 W 2nd Street
Freeport, TX 77541

To be considered: Please submit three copies of the proposal. They must be received by the City Secretary, bearing the name and address of the Respondent and marked "City of Freeport Proposal for Janitorial Services RFP 2021-12."

Acceptance: All proposals must include a statement that they are valid for a minimum period of 90 days subsequent to the RFP closing date.

Late Proposals: **Will not** be considered. Each Respondent shall be solely responsible for ensuring that the City Secretary receives the Proposal within the time limit indicated.

Competitive Selection/Evaluation Factors: The contract may be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider the following:

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 City's needs.
5. The bidder's past relationship with the City.
6. The impact on the ability of the City 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 City to acquire the bidder's goods or services.

Evaluation factors shall be applied to all eligible, responsive proposers in comparing proposals and selecting the successful proposal. Award of a contract may be made without discussion with proposer after proposals are received. Proposals should therefore be submitted on the most favorable terms.

There is no expressed or implied obligation for the City of Freeport **to reimburse** responding firms for any expenses incurred in preparing proposals in response to this request.

Conflict of Interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. The Conflict of Interest Questionnaire, required by Texas Local Government Code Chapter 176 must be completed and returned with the proposal package.

Disclosure of Interested Parties: The respondent agrees to comply with Government Code 2252.908 and provide the City of Freeport the Certificate of Interested Parties, Form 1295 as required within seven business days from notification of a pending award.

The form must be submitted electronically through the Texas Ethics Commission website. Once submitted, the form will be assigned a unique registration number. This form must be manually signed and sent to the City of Freeport purchasing department prior to award by the City Council.

Required Assurances: In accordance with Chapter 2270 of the Texas Government Code, Respondent agrees to verify that it does not boycott Israel and will not boycott Israel during the term of any contract executed in response to this proposal.

In compliance with Chapter 2252 of Texas Government Code, the City of Freeport, Texas will not enter in a contract with a company that does business with Iran, Sudan or any known terrorist organization.

TERMS AND CONDITIONS

Late Proposals: Proposals received by the City of Freeport AFTER THE SUBMISSION DEADLINE, will be considered NULL and VOID. The City of Freeport is not responsible for the timeliness of delivery. The proposer shall be responsible for actual delivery of their proposal. If delivery is delayed beyond the date and hour set for the opening for any reason, delayed proposals will not be considered and will be returned.

Withdrawal of Proposal: Proposals may not be withdrawn or canceled without the permission of the City of Freeport for a period of ninety days following the date designated for the receipt of the bid.

Taxes: The City of Freeport is **EXEMPT** from payment of any Texas Sales Tax or Federal Excise Tax.

Accept/Reject Or Waive Informalities: The City of Freeport reserves the right to accept, or reject any and all proposals, and to waive informalities or defects in the responses as the City of Freeport shall deem to be in its best interest.

Addenda: Any interpretations, corrections, or changes to this Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Freeport's Purchasing Agent, Michelle Stevens. Addenda will be emailed to all known recipients of this

Request for Proposal. ALL PROPOSERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA BY ATTACHING THE ADDENDA TO THEIR SUBMISSION TO THIS PROPOSAL.

Contract: The RFP, along with the proposal, when properly accepted by the City, shall constitute a contract equally binding between the successful proposer and the City (the "Contract"). No different or additional terms will become a part of this contract unless approved in writing by the City of Freeport. All changes to the contract will be made by Change Order.

Termination of Contract: This contract shall remain in effect until the contract expires, or terminated by either party. The successful proposer agrees to give a sixty (60) day written notice prior to any cancellation and must state therein the reasons for such cancellation.

The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Contractor. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. The City shall pay Contractor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Contractor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

Remedies: The successful proposer and the City of Freeport agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas. Performance of this agreement is in Brazoria County, Texas.

Assignment: The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Freeport.

Exceptions /Substitutions: All proposals meeting the intent of this RFP will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions as part of their proposal. The absence of such a list shall indicate that the proposer has not taken exceptions and the City of Freeport shall hold them responsible to perform in strict accordance with the specifications of the invitation. The Freeport City Council reserves the right to accept any and all, or none of the exception(s) and or substitution(s) deemed to be in the best interest of the City

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 in writing and made by the City of Freeport. If during the life of the contract, the successful proposer's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Freeport.

Guarantee: The proposer shall guarantee that all products are installed in accordance with the manufacturer's guarantees, warranties, or policies. The successful Proposal's warranty against defects in material and workmanship shall extend one year from the date of final payment.

References: Please include at least 3 references for contracts you have been awarded.

Non-appropriation: The City may cancel the contract should the present or any future City Council not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the City shall give the successful respondent written notice of cancellation and the City shall not be obligated to make any payments beyond the end of the fiscal year (related to a subsequent fiscal year).

Insurance Requirements: Respondents should confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of prescribed insurance certificates and endorsements. Failure to comply with the insurance requirements may disqualify an award. Upon award, all insurance requirements shall become contractual obligations that the Contractor shall have a duty to maintain throughout the course of this contract. Without limiting any of its other obligations or liabilities, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City, the minimum insurance coverage as indicated hereinafter.

- Workers' Compensation: Statutory
- Employer's Liability \$1,000,000 each occurrence
- Comprehensive General Liability \$1,000,000 in the aggregate
- Comprehensive Automobile Liability \$1,000,000 per occurrence

Certificates of Insurance: After notification of award, Contractor shall file with the City's Purchasing Agent certificates of insurance satisfactory to the City.

HIPAA: Respondent must be HIPAA compliant and be willing to execute the Business Associate Agreement required by the City.

CJIS: Respondent must be CJIS compliant to have access to the Police Department dispatch area. Respondent's employees will be required to complete paperwork/testing as needed by the police department.

Contract Terms: The term of this agreement shall be for one (1) year from the date services are scheduled to begin, December 11, 2021 through November 30, 2022.

The contract shall be automatically extended and renewed on each anniversary date on the said terms and conditions, unless either party shall give a sixty (60) day written notice of termination prior to such anniversary date.

All notices between Respondent and the City shall be in writing.

INDEMNIFICATION: THE SUCCESSFUL PROPOSER ("THE CONTRACTOR") AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF FREEPORT AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS BY

THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT PROVIDED THAT CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY OR HOLD THE CITY HARMLESS FOR THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CITY TO THE EXTENT THAT SUCH ACTS CAUSE THE INJURIES OR DAMAGES COMPLAINED OF.

SCOPE OF SERVICE

PERFORMANCE STANDARDS AND INSPECTIONS:

Respondent shall ensure that its employees do not bring or meet personal visitors (including children, family or acquaintances) to/at the City's property at any time.

Respondent shall ensure that its staff is drug free. NO alcohol or drug use shall be permitted on the City of Freeport's property. Smoking will only be allowed in designated areas.

Respondent is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks.

CITY OF FREEPORT'S RESPONSIBILITIES:

The City of Freeport will provide all necessary paper supplies for all services provided, including, but not limited to paper products such as toilet tissue and paper towels; commode/urinal deodorants and plastic can liners. The Respondent shall provide all cleaning chemicals, vacuums, mops and mop buckets and any other equipment deemed necessary to perform the services requested.

The City of Freeport shall furnish space for the purpose of storing Respondent's equipment and supplies in all facilities. Keys for storage space shall be provided to Respondent by the City. Storage space must be maintained in a neat and orderly manner. Respondent is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling. Current Material Safety Data Sheets must be available in all chemical storage areas. The City assumes no security against loss or damage. In addition, the City reserves the right to inspect the storage space at any time. Respondent shall reimburse the City for replacement costs of any lost keys.

The City reserves the right to make additions, deletions, revisions and /or otherwise modify the scope of services. Any changes that causes the Contractor to suffer additional expenses may be negotiated upon written justification. Any and all such changes shall only be made upon written notification which shall clearly state the effective date of the change.

SERVICE SPECIFICATIONS:

Contractor is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated task.

Contractor shall provide night janitor(s) after the facility's normal hours of operation. The cleaning activities to be performed include all tasks incidental to cleaning functions not

specifically listed, but normally included in general janitorial practices, as well as routine cleaning maintenance services as specified in the RFP, including, but not limited to, the ongoing clean-up of miscellaneous spills/debris; ongoing cleaning and stocking of restrooms; checking exterior trash receptacles and ash urns daily and emptying as needed; and checking all entrances, parking lots and adjacent grounds daily and removing all trash. Janitors must be able to lift up to 50 pounds.

Service days are Sunday through Thursday, 5 days per week; extra service will be reflected in pricing schedule. Contractor shall provide sufficient personnel required to satisfactorily accomplish Standard Services Sunday through Thursday between 5:00PM and 10:00PM. The City may at any time request the Contractor to perform floor maintenance, carpet shampooing and extraction or deep steam cleaning on a Saturday or Sunday as needed.

UNACCEPTABLE SERVICE: If the City, upon routine inspection, determines that any facility has not been serviced according to the specifications, a notice outlining the deficiencies will be emailed to the Contractor's representative or faxed to the Contractor's office. Payment will not be made for any services not provided by Contractor. All notices of deficiencies will specify the date when the specified work must be completed. The date of completion will be less than five (5) days from the date the notice is issued. Failure to complete the work to the satisfaction of the City by the date specified will result in no payments being made to the Contractor for the missed work.

STANDARD DAILY SERVICES:

Break Rooms/Kitchen/Common Area:

- *Wipe behind and under coffee makers
- *Clean inside, behind and under microwaves
- *Clean all kitchen counters
- *Clean all kitchen tables and chairs
- *Clean the outside of trash cans
- *Clean areas behind/under trash cans
- *Remove all trash to designated areas
- *Sweep all floors daily
- *Mop all floors daily and change mop head weekly or sooner
- *Refill paper towel, napkin, soap dispensers. Replace liners and batteries as needed.

Council Chambers/Community Room/Conference Rooms:

- *Dust mop
- *Dust wood furniture, tops of exit signs, corners, doors and window sills
- *Treat and remove carpet spots
- *Sweep/vacuum
- *Remove smudge marks and fingerprints as needed
- *Remove all trash
- *Mop
- *Damp wipe light switches, handrails, banisters, ledges and door knobs with disinfectant, if applicable
- *Clean all glass as necessary

Restrooms:

- *Clean toilet bowls and urinals
- *Clean toilet seats and outside of toilet bowl including pedestal
- *Clean toilet paper fixture and refill toilet paper
- *Clean handrails/partitions and disinfect
- *Remove all trash and refill with clean liners
- *Check and refill towels, sanitary hygiene bags and hand soap
- *Wipe down and clean from any sanitary debris, smudges or fingerprints
- *Clean sinks
- *Clean counters
- *Clean smudges on mirrors
- *Clean locker rooms and showers at the police facility
- *Empty trash bins and replace with clean liners
- *Sweep and wet mop tile floors with disinfectant cleaner; remove alkaline deposits and soap spills from counter and floor tile grout

Lobby:

- *Clean all side/front vision glass
- *Empty all trash receptacles and replace liners daily; wash receptacles as needed
- *Dust all horizontal surfaces including lobby desks
- *Clean all walls, wall coverings, artwork and doors to keep free of all smudges and fingerprints
- *Damp wipe light switches and door knobs with disinfectant cleaner
- *Vacuum and clean all spots and stains from carpeted areas
- *Vacuum mats and ensure they are neatly arranged and lying flat on the floor
- *Clean all directory boards including exterior
- *Dust mop and damp mop entry floors

Offices/Cubicles:

- *Empty trash bins and replace liners
- *Vacuum and clean all stains from carpeted areas
- *Wipe fingerprints and smudges off all glass surfaces
- *Dust desk that are free of papers, dust computer screens, behind computers, signs, blinds, picture frames, tables, doors and baseboards
- *Dispose of all trash in outside dumpster

STANDARD WEEKLY SERVICES:

- *Clean and check all ceiling vents
- *Clean/dust baseboards
- *Sanitize door handles

Other services such as carpet cleaning, buffing and waxing floors, deep cleaning shall be completed as necessary and as agreed upon by both parties.

Proposed Facilities

Respondent must state capability and willingness to deliver services to the following locations, 5 times per week, except where indicated, all located in Freeport TX 76020:

City Hall	200 W 2 nd	Approx 18,900 square feet
Freeport Police Dept Includes cleaning dispatch area to be cleaned 2 times per week; timing of cleaning to be coordinated with police department staff	430 N Brazosport	Approx 13,536 square feet
Freeport Branch Library	410 N Brazosport	Approx 10,720 square feet
Freeport Public Works	510 S Avenue A	Approx 1,597 square feet
Freeport Museum	311 E Park	Approx 9,800 square feet
Freeport Recreation Center	803 N Front	Approx 8,500 square feet

EVALUATION OF CRITERIA

The City of Freeport will conduct a comprehensive evaluation for each Proposal received in response to this RFP. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Final approval of a selected Respondent is subject to the City of Freeport's Staff.

AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The City of Freeport reserves the right to award one, more than one or no contract(s) in response to this RFP.

A contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to the City, as determined by City staff.

The City of Freeport reserves the right to accept one or more Proposals or reject any or all Proposals received in response to this RFP, and to waive informalities and irregularities in the Proposals received. The City also reserves the right to terminate this RFP and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

No work shall commence until the City of Freeport has Council approval and the Respondent provides the necessary evidence of insurance or bonds as may be required in this RFP. In the event the parties cannot negotiate and execute the Contract within a timely manner, the City

reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit the City of Freeport to enter into the Contract, award any services related to this RFP, nor does the RFP obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of the Contract.

The City of Freeport will be invoiced monthly for all amounts payable by the City pursuant to the terms hereof. Required documents will be provided to the City by selected Respondent for review and approval of invoices.

All invoices must be mailed to:

City of Freeport
Accounts Payable
200 W 2nd
Freeport TX 77541

PROPOSER GUARANTEES

State of _____
County of _____

_____, being first duly sworn disposed and says that:

- (1) He/She is the (owner, partner, officer, representative or agent) of _____, the proposer that has submitted the attached proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached proposal and all the pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way clouded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or to fix any overhead, profit or cash element of the proposal price or the proposal price of any other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner of any person interested in the proposed contract; and the price or prices quoted in the attached proposals are fair and proper.
- (5) All responsible parties will comply with Chapter 176 Local Government Code and complete the Conflict of Interest Questionnaire (CIQ).
- (6) Proposer will comply with Government Code 2252.908 and provide the City of Freeport the Certificate of Interested Parties, Form 1295, within seven business days from notification of a pending award.

- (7) In accordance with Chapter 2270 of the Texas Government Code, the proposer verifies that the company does not boycott Israel and will not boycott Israel during the term of any contract executed in response to this proposal.
- (8) In compliance with Chapter 2252 of Texas Government Code, the City of Freeport, Texas will not enter in a contract with a company that does business with Iran, Sudan or any known terrorist organization

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR

_____ County, _____

My commission expires: _____

CITY OF FREEPORT BID SHEET

Location	Cost per Week
200 W 2 nd	
430 N Brazosport	
410 N Brazosport	
510 S Avenue A	
311 E Park	
803 N Front	
Total Cost per Week	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7 _____
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.