



REQUEST FOR PROPOSALS FOR MARSH BUGGY WITH ROTARY CUTTER

RFP-2025-02 MARSH BUGGY WITH ROTARY CUTTER

Issued: October 8, 2025

**Due Date:
October 27, 2025, at 12:00 pm**



ORANGE COUNTY DRAINAGE DISTRICT
8081 Old Highway 90, Orange, Texas 77630
(409) 745-3225 Telephone (409) 745-3004 Facsimile

October 8, 2025

To Whom It May Concern:

Re: REQUEST FOR PROPOSALS (RFP) FOR MARSH BUGGY WITH ROTARY CUTTER

Dear Providers:

Attached is a copy of the Orange County Drainage District's Request for Proposals for a MARSH BUGGY WITH ROTARY CUTTER (RFP 2025-02 MARSH BUGGY WITH ROTARY CUTTER)

The submission requirements for this proposal are included on the attached Request for Proposal (RFP) form. Please submit a sealed proposal to:

Orange County Drainage District
Attn: Mr. Joe Escobedo - District Purchaser
8081 Old Highway 90
Orange, Texas 77630

The deadline for submission of sealed proposals is **Monday, October 27, 2025, at 12:00 p.m.** Please provide one (1) original and four (4) copies of your sealed proposal. It is the responsibility of the Proposer to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting firm. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

Sincerely,

Joe Escobedo
District Purchaser

Notice Published:

County Record on October 8, 2025, and October 15, 2025,
Civ Cast on October 8, 2025

RFP 2025-02
MARSH BUGGY WITH ROTARY CUTTER
Proposals due: 12:00PM CST, Monday, October 27, 2025

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Proposal Submissions

Proposer is responsible for submitting:

- One (1) original proposal to include a completed copy of this specifications packet, in its entirety.
- Four (4) numbered proposal copies to include, at a minimum, all pages requiring completion and/or marked with instructions to be returned with the Proposal submission and any other documentation requested within these specifications.

Additionally, the Proposer must monitor the District Website (below) to check for any posted addenda or additional instructions. Failure to return all required forms could result in a response being declared as non-responsive. You can access the website using the following link:
<https://www.ocddtx.com/purchasing>.

Instructions To Proposers

1. Proposal Submission

Proposals must be submitted in complete original form by mail or messenger to the following address:

Orange County Drainage District
Attn: District Purchaser
8081 Old Highway 90
Orange, Texas 77630

Proposals will be accepted at the above address until the specified time and date, and immediately thereafter will be publicly opened and read aloud.

All proposals shall be tightly sealed in an opaque envelope and plainly marked with the Proposal Number, Proposal Name, Proposal Due Date, and the Proposer's Name and Address; and shall be addressed to Joe Escobedo, Purchaser.

Late proposals will not be accepted and will be returned unopened to the Proposer.

All proposals submitted in response to this invitation shall become the property of the District and will be a matter of public record available for review.

2. Proposal Submissions during Time of Inclement Weather, Disaster, or Emergency

In the event of inclement weather or any other unforeseen circumstance that causes the District to close for business on the date of a proposal submission deadline, the proposal closing will automatically be postponed until the next business day that the District offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the District may issue an addendum to all known Proposers interested in the project to extend the deadline. It will be the responsibility of the Proposer to notify the District of their interest in submitting a proposal, should these conditions impact their ability to submit a proposal before the stated deadline. The District reserves the right to make the final judgement call to extend any deadline. Should an emergency or unanticipated event interrupt normal District processes and proposal submissions cannot be received by the District Purchasing Department by the exact time specified in the RFP and urgent District requirements preclude amendment to the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal District processes resume.

3. Preparation of Proposals

Proposals shall be legibly printed in ink or typed. The District requests that proposals NOT be bound by staples or glued spines. If a unit price or extension already entered is to be

altered, it shall be crossed out and initialed in ink by the Proposer. The proposal shall be legally signed and shall include the complete address of the Proposer. The District is exempt from Federal and State Sales Taxes, and such taxes shall not be included in proposal prices.

4. Signatures

All proposals, notifications, claims, and statements must be signed by an individual authorized to bind the proposal. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the proposer.

5. Rejection or Withdrawal

Submission of additional terms, conditions, or agreements with the proposal is grounds for deeming the proposal non-responsive and may result in its rejection. The Orange County Drainage District reserves the right to reject any proposals and to waive any informalities, minor irregularities, or defects in proposals. Proposals may be withdrawn in person by a Proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made before the time set for receipt of proposals. Proposals constitute an irrevocable offer and may not be withdrawn within ninety (90) days after the date of opening.

6. Award

The proposal will be awarded to the responsible and responsive Proposer(s) whose proposal, conforming to the solicitation, will be most advantageous to the District, considering price and other factors. Unless otherwise specified in this RFP, the District reserves the right to accept a proposal as a whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the District. Any Proposer who is in default to the District at the time of submittal of the Proposal shall have that proposal rejected. The District reserves the right to clarify any contractual terms with the concurrence of the Proposer; however, any substantial nonconformity in the offer, as determined by the District, shall be deemed non-responsive and the offer rejected.

In evaluating proposals, the District shall consider the reputation of the Proposer, as well as, where applicable, operating costs, delivery times, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the District may conduct such an investigation as it deems necessary to assist in evaluating a proposal and to establish the Proposer's responsibility, qualifications, and financial ability to fulfill the contract.

The District reserves the right to award this contract based on the lowest and best proposal in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Proposer, and/or to reject any or all proposals. In the event the lowest dollar proposer meeting specifications is not awarded a contract, the Proposer

may appear before the Board of Directors and present their case after officially notifying the Purchaser of the Proposer's intent to appear.

7. Contract

A proposal submitted in response to this RFP is an offer to contract with the District based upon the terms, conditions, and specifications contained in this RFP. Proposals do not become contracts unless and until they are accepted and executed by the Orange County Drainage District Board of Directors, thereby eliminating the need for a formal signing of a separate contract. For this reason, all terms and conditions of the contract are contained in the RFP, unless modified by a contract amendment or mutually agreed-upon terms and conditions in the contract documents.

8. Proposal Results

Proposal results are not provided in response to telephone inquiries. A preliminary tabulation of the proposals received will be posted on the Purchasing website (<https://www.ocddtx.com/purchasing>) as soon as possible after the proposals are opened. A final tabulation will be posted following the proposal award and will also be available for review in the Purchasing Department. Following the proposal evaluation, all proposals submitted are available for public review.

9. Changes and Addenda to Proposal

If there is a change or addenda issued in conjunction with this RFP, documents for each change or addendum issued in relation to this RFP document will be on file in the Office of the Purchaser. All such modifications or addenda shall become part of the contract, and such addenda shall bind all Proposers. Information on all changes or addenda issued will be available at the Office of the Purchaser and on the District's website at: <https://www.ocddtx.com/purchasing>.

10. Specifications

Unless otherwise stated by the Proposer, the proposal will be considered in accordance with the District's applicable standard specifications and any special specifications outlined in the proposal. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Proposer in interpreting the requirements of the District. They should not be construed as excluding proposals on other types of equipment or items. However, the Proposer's submission, if selected, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. The District reserves the right to determine whether the proposed equipment/product is an acceptable alternative. All items shall be new unless otherwise stated in the proposal. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the proposal, may be considered non-responsive.

11. Delivery

Proposals shall include all charges for delivery, packing, crating, containers, etc., unless otherwise stated by the Proposer (in writing on the included Proposal Form). The prices in the proposal will be considered as being based on F.O.B. destination/delivered freight included. All deliveries will be made to the District during regular working hours, from 7:00 a.m. to 4:00 p.m., Monday through Thursday, unless otherwise authorized by the Purchaser or his designee. However, no delivery shall be attempted or made on any of the District's published holidays. A true and correct copy of the District's holidays may be found on the District's website at <https://ocddtx.com/about/>.

12. Interpretation of Proposal and/or Contract Documents

All inquiries shall be made within a reasonable time before the date and time fixed for the proposal opening, so that a written response in the form of an addendum, if required, can be processed before the proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

13. Currency

Prices calculated by the Proposer shall be stated in U.S. dollars.

14. Pricing

Prices shall be stated in units of quantity specified in the Proposal documents. In the event of a discrepancy in computing the proposal amount, the unit price shall prevail.

15. Purchase Order

The District Purchaser shall generate a purchase order to the successful Proposer. The purchase order number must appear on all itemized invoices and packing slips.

16. Prompt Payment

The District will make payment under terms of net thirty (30) days unless otherwise agreed upon by the successful Proposer and the District Purchaser.

17. Submission Requirements

- Proposal
- Proposer Information Form
- Vendor References
- Affidavit of Non-Collusion
- Certificate of Interested Parties (Form 1295)

- Israel Anti-Boycott Verification
- Foreign Terrorist Organization Certification
- Proposal Affidavit
- Conflict of Interest Questionnaire (Form CIQ)

18. Definitions

- A. District.** This term shall mean the Orange County Drainage District, a political subdivision of the State of Texas.
- B. Vendor.** Where used, if at all, this term shall mean the Proposer whose proposal is accepted in response to this solicitation by Orange County Drainage District.

19. Historically Underutilized Business and Minority-Women Business Enterprise Participation

The District aims to increase the participation of Historically Underutilized Businesses (HUBs), including Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs), in its contracting and procurement programs. While the District does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms.

Minimum Specifications

Questions or Comments?

Contact: Joe Escobedo, Purchaser
E-mail: jescobedo@ocddtx.com
Phone: (409) 745-3362
Reference: Proposal Number RFP 2025-02 Marsh Buggy with Rotary Cutter

1. **Objective.** Orange County Drainage District seeks to purchase a new Marsh Buggy with Rotary Cutter.
2. **Scope.** The Purchasing Department will receive sealed proposals for the Marsh Buggy with Rotary Cutter on October 27, 2025. Prices are requested by unit and should be priced as delivered to the Orange County Drainage District's office located at 8081 Old Hwy. 90, Orange, Texas 77630.
3. **Minimum Specifications.** The proposed Marsh Buggy with Rotary Cutter shall have the following minimum specifications:
 - 15' 10" Long x 8'-6" Wide x 8'10" High, weighing approximately 7200 lbs.
 - All Welded 1/8" Aluminum Body with 3/16" High Strength Pontoon Bottoms
 - 1800 lb. Floating Load Capacity
 - Overhead Cargo Rack with 100 lb. capacity
 - 38.5" Ground Clearance
 - All Stainless-Steel Fasteners throughout the machine
 - Rear-mounted hydraulic three-point lift hitch with quick tach system for mower with Quick Connect hydraulic hoses.
 - 84" Rotary cutter with 2-blade, 3" cutting capacity, 1/4" thick aluminum deck with adjustable skids and replaceable wear pads on skids.
 - A fold-out windshield and porthole window for winch operation
 - 4-cylinder liquid-cooled turbo diesel engine with 74 hp Tier 4.
 - Hydrostatic transmission with oil bath final drives
 - 7 mph on land, 1 mph in water
 - Front-mounted 10,000 lb. hydraulic winch
 - 2 LED Front Lights/2 LED Rear Lights

- 28" Wide Aluminum Cleats on 4" centers on 2, 10" wide low-stretch rubber belts per track
- Four Rows of Urethane Drive Lugs/Track Guides per Track
- Low flow aux hydraulics 6gpm at 2000psi and High flow aux hydraulics 30gpm at 3500psi
- 1 Year/1000 hr. Full warranty, including engine warranty of 3 years/2000 hours, covering parts and labor.

Special Requirements/Instructions

1. **Operator's Or Maintenance Handbook.** The successful Proposer shall furnish at least one (1) operator and maintenance handbook, including at least one (1) handbook for any special equipment, with each item upon delivery of the item to the District.
2. **Repair Manual.** The successful Proposer shall furnish at least one (1) manual containing an illustrated parts list, operating, repair, troubleshooting, and service instructions for the unit, engine, and all components of the body, which shall be delivered with the units. The manual shall be as detailed as possible, outlining all necessary service and operating instructions for each unit delivered. Parts list(s) shall cover all components of the unit. Necessary warnings and safety precautions shall be included.
3. **Additional Information.** The successful Proposer shall provide the following additional information at the time of delivery if it is not included in the manuals required above:
 - Manufacturer's recommended service/preventive maintenance intervals.
 - Recommended fluids, lubricants, and their SAE equivalents.
 - Complete electrical diagrams/schematics for truck and body/equipment.
 - Diagrams/schematics to show every electrical component in the unit (at least one set).
 - Complete hydraulic circuit diagrams.
 - One comprehensive service manual containing powertrain control and emissions diagnostics.
4. **Delivery of Manuals.** These manuals and equipment literature shall be delivered with the unit.
5. **Warranty Period, Terms and Conditions.** The Proposer shall offer the longest warranty period available against defects in materials and workmanship for the unit and all its

components. The manufacturer's warranty will be considered as part of the criteria in determining the best proposal for Orange County Drainage District.

4. **Right to Reject Different Specifications.** All specifications should be considered a minimum. The District reserves the right to accept or reject any differences in the sole discretion of the District.
5. **All Standard Equipment Shall Be Included.** All equipment listed as standard in printed literature shall be included, and all guarantees applicable to specific vehicles and equipment shall be in force.
6. **Compliance With Emissions and Other Regulations.** Equipment and engine shall comply with all regulations promulgated by the U.S. Environmental Protection Agency governing control of air pollution from new motor vehicles and engines in effect on the date of manufacture, as well as any ancillary statute, rule, or regulation of the State of Texas.
7. **Discretionary Rejection of Proposals.** The District reserves the right to reject any and/or all proposals received at its sole discretion.

Proposer Information Form

Instructions. Complete the form below. Please provide legible, accurate, and complete contact information. **PLEASE PRINT OR TYPE.**

Proposal Name & Number: RFP 2025-02 Marsh Buggy with Rotary Cutter

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for Proposal bond return, if applicable):

Address, City, State and Zip code

**PROPOSER SHALL RETURN THE COMPLETED FORM
WITH THE PROPOSAL**

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar items as contained in this specification package were recently provided.

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: _____

**PROPOSER SHALL RETURN THE COMPLETED FORM
WITH THE PROPOSAL**

Anti-Collusion Affidavit

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the
following, who, upon his or her oath, did depose and say:

“I am the designated representative of the Proposer in the matter of the proposal to which this affidavit is attached, and I have full knowledge of the relations of the Proposer with the other firms in this same line of business, and the Proposer is not a member of any trust, pool or combination to control the price of the services in this proposal, or to influence any person to submit a proposal or not to submit a proposal thereon.

I further affirm that the Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.”

AFFIANT FURTHER SAYETH NAUGHT

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, upon his or her oath, states that the facts contained in the above are true and correct, this____ day of _____, 2025.

NOTARY PUBLIC – STATE OF TEXAS

Proposer: _____

Signed By: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

**PROPOSER SHALL RETURN THE COMPLETED AFFIDAVIT
WITH THE PROPOSAL**

Certificate of Interested Parties

| CERTIFICATE OF INTERESTED PARTIES | | FORM 129S | |
|---|---|---|--|
| 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) <div style="display: flex; justify-content: space-around;">ControllingIntermediary</div> | |
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| | | | |
| | | | |
| 5 Check only if there is NO interested Party. <input type="checkbox"/> | | | |
| 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 | | | |

Prohibition On Contracts With Companies Boycotting Israel

Pursuant to Section 2271 of the Texas Government Code, Proposer certifies that either (i) it meets an exemption criteria under Section 2271; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. The proposer shall state any facts that exempt it from the boycott certification in its proposal.

Exemption criteria includes the following:

1. Company is a sole proprietorship;
2. Company employs less than 10 full-time employees;
3. Value of the contract is less than \$100,000

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Proposer” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, the undersigned designated representative of the Proposer, do hereby verify on behalf of said Proposer to the Orange County Drainage District that said Proposer (check one):

- _____ Does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract; or,
- _____ Proposer is a sole proprietorship; or,
- _____ Proposer employs less than 10 full-time employees; or,
- _____ The value of the contract made the basis of this proposal is less than \$100,000.

Signature of Official and Title

Date of Certification

**PROPOSER SHALL RETURN THE COMPLETED CERTIFICATION
WITH THE PROPOSAL**

Prohibition on Doing Business With Foreign Terrorist Organization

I, the undersigned designated representative of the Proposer, do hereby certify on behalf of said Proposer to the Orange County Drainage District that said Proposer is not identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U. S. Secretary of State.

In addition, I further certify that the Proposer shall not do business with any of these organizations while providing products or services to the Orange County Drainage District.

Signature of Official and Title

Date of Certification

**PROPOSER SHALL RETURN THE COMPLETED FORM
WITH THE PROPOSAL**

Proposal Affidavit

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the Notary Public, on this day personally appeared _____,
who, after being by me duly sworn by me, did depose and say:

“I, as the designated representative of the Proposer in the matter of the proposal to which this affidavit is attached, and have been duly authorized to execute the (name of firm) foregoing on behalf of the said Proposer.

“I hereby certify that the foregoing proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business before the official opening of this proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities proposal on, or to influence any person or persons to proposal or not to proposal thereon.

“I further certify that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Request For Proposals.”

AFFIANT FURTHER SAYETH NAUGHT

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, upon his or her oath, states that the facts contained in the above are true and correct, this ____ day of _____, 2025.

NOTARY PUBLIC – STATE OF TEXAS

Proposer: _____
Signed By: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

**PROPOSER SHALL RETURN THE COMPLETED AFFIDAVIT
WITH THE PROPOSAL**

Form CIQ

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|---|--|------------------------|
| 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 |
| 1 | Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | Date Received |
| 2 | <div style="display: flex; align-items: center;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div>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.)</div></div> | |
| 3 | Name of local government officer about whom the information is being disclosed. <div style="border-bottom: 1px solid black; text-align: center; margin: 10px 0;">Name of Officer</div> | |
| 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. <div style="margin-top: 20px;"><p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p><div style="display: flex; justify-content: center; gap: 20px; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p><div style="display: flex; justify-content: center; gap: 20px; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div></div> | |
| 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 | <div style="display: flex; align-items: center;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div>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).</div></div> | |
| 7 | <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 30%; border-bottom: 1px solid black; text-align: center;">Name of signatory</div><div style="width: 30%; border-bottom: 1px solid black; text-align: center;">Signature</div><div style="width: 30%; border-bottom: 1px solid black; text-align: center;">Date</div></div> | |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/14/2024

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.