



## **Request for Bids**

Petroleum Products

RFP#: 15BCP05E

**Table of Contents**

Table of Contents .....2  
Solicitation Summary .....3  
Standard Terms and Conditions ..... 4-6  
Other Terms and Conditions.....7  
Bid Specifications ..... 8-9  
Exhibit A & Exhibit B.....10  
Bid Submittal & Checklist .....11  
Diesel and Gasoline Bid Sheet .....12  
Oil, Lubes & Grease Bid Sheet..... 13-14  
Conflict of Interest Statement .....15



## **Solicitation Summary**

The County of Bastrop is soliciting bids for:

Title: Petroleum Products  
RFB No.: 15BCP05E  
Due Date: **2:00 p.m., Thursday, June 18, 2015**  
Locations: County of Bastrop, Purchasing Office  
804 Pecan Street,  
Bastrop, TX 78602

### Public Bid Opening

There will be a public bid opening in the Purchasing Office immediately following the proposal due time/date. Interested parties are invited to attend, but it is **not** mandatory.

If you have questions or concerns regarding the bid specifications or the submittal of the bids, please contact:

Melissa Kincaid,  
Interim Purchasing Agent  
[purchasing@co.bastrop.tx.us](mailto:purchasing@co.bastrop.tx.us)  
(512) 581-7110

Questions regarding the bid specifications may be submitted through 3:00 p.m., Tuesday, June 16, 2015.

Questions of a substantial nature will be addressed in an addendum, posted on the County's Purchasing webpage for all interested parties.

## Standard Terms and Conditions

### **Application**

These standard terms and conditions shall apply to all County of Bastrop (hereafter "County") solicitations and procurements, unless specifically accepted in the solicitation specifications.

### **Requirements**

By submitting a bid, the respondent agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

### **Legal Compliance**

Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

### **Right to Refuse Bid**

The County reserves the right to refuse any and/or all parts of any and or/all bids and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

### **Estimated Quantities**

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.

### **Modifications and Addendums**

The County shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

### **Interpretation of Solicitation Documents**

The County is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the

solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

### **Late Bids**

Bids must be received in the Purchasing Office by the time specified in the solicitation. The County will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

### **Minor Irregularities**

The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

### **Responsiveness of Bids**

The County wants to receive competitive bids, but will declare "non-responsive" bids that fail to meet significant requirements outlined in the solicitation documents.

### **Discrepancies and Errors**

In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.

### **Identical Bids**

In the event two or more identical bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

### **Reciprocal Local Preference**

To be considered for award of this contract, vendor plant location must be served by an all-weather road and be within thirty (30) miles of Bastrop County line.

### **Alterations of Bids**

Alterations may be made before the bid opening, but must be initialed by the bidder guaranteeing authenticity. After the official bid opening, bids may not be amended or altered without the recommendation of the Purchasing Agent and the approval of the Commissioner's Court.

### **Withdrawal of Bids**

Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the County's Purchasing Agent. Bidders will be allowed to withdraw bids that contain

substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.

#### **Disqualification of Bidder**

The County may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price bid; Bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the County; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

#### **Cost of Bid**

The cost of submitting bids shall be borne by the bidders, and the County will not be liable for any costs incurred by a bidder responding to this solicitation.

#### **Inclusive Pricing**

Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The County will not pay any additional charges other than the bid price unless requested by the County on the bid response sheet.

#### **Firm Prices**

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the County may mutually agree to extend the firm price period.

#### **Delivery Terms**

Unless otherwise stated in the specifications, all goods delivered through this solicitation shall be FOB to the County's specified delivery address or site given at the time of order.

#### **Transportation Charges**

Bidder shall be responsible for all charges which relate to the delivery of goods to the County's specified receiving point, and for shipping or transportation charges for returning to bidder any goods rejected as non-conforming to the specifications.

#### **Delivery and Acceptance**

Bidder warrants that all deliveries relating to this

solicitation be of the type and quality specified by the County. The County may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The County is the final judge as to acceptability of goods under this solicitation.

#### **Failure to Deliver**

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the County shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

#### **MSDS**

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

#### **Taxpayer Identification**

Bidders must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

#### **Taxes**

The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the County's tax exemption status to purchase goods or services related to this solicitation.

#### **Payment**

Payment will be made after receipt of all invoiced goods. Bidder will be paid within thirty days of date invoice is received or date goods are received, which is later.

#### **Outstanding Liabilities**

Bidders shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

#### **Offset**

The County may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

#### **Independent Contractors**

It is expressly agreed and understood by both parties

that the County is contracting with the successful bidder as an independent contractor. The County shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the County.

**Governing Law**

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas.

**Controlling Document**

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

**Assignment**

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the County's Purchasing Agent. Assignment of this contract, if approved by the County, shall not relieve the bidder's obligations under the contract. Approval by the County of one assignment shall not constitute approval of any future assignment of the contract.

**Termination**

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the County's Purchasing Agent. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the County may terminate or cancel the contract. The County may also cancel a contract for convenience and without cause with thirty days' notice. In any cancellation of contract, the County will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

**Indemnification**

Bidder shall defend, indemnify, and hold harmless the County of Bastrop, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or

subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**Venue**

The obligations of all parties under a contract awarded through this solicitation are performed in Bastrop County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Bastrop County, Texas.

**Funding**

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

**Solicitation Results**

The County normally posts solicitation results on-line by the end of the next business day after bids are received. The County's website is [www.co.bastrop.tx.us](http://www.co.bastrop.tx.us). Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

**Open Records**

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the County will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the County will respond accordingly.

## **Other Terms and Conditions**

### **Basis of Award**

The diesel and gasoline awards shall be based on but no limited to; weekly pad 3 OPIS prices, special needs and requirements of Bastrop County, vendor's past performance, and Bastrop County's evaluation of vendor's ability. Bastrop County reserves the right to award to multiple vendors.

### **Option to Renew**

This contract may be unilaterally extended by Bastrop County for an (1) additional twelve (12) month period. All terms and conditions will remain unchanged and in effect. The cost of the product cannot increase except for a price escalation at the time of renewal. To be effective, the option to renew must be exercised no sooner than ninety (90) days prior to expiration of the contract. The option, if exercised, must be in the form of an award letter from the County. The total period of this contract, including the extension as a result of the exercised option may not exceed a combined period of twenty four (24) months.

### **Price Escalation**

A price escalation of no more than the consumer price index for that year, will be considered by Bastrop County when the contractor can show cause substantiating the need for an increase. The vendor will be required to furnish a certified statement or affidavit stating that the increase represents the cost for services and in no way represents an increase of his profits, labor or other overhead. The vendor must justify his request for an increase by submitting evidence from the suppliers detailing the price change. An increase will not be granted during the initial six (6) months of the contract period. Any product delivered by the vendor at the proposed new price, without a properly executed statement of affidavit approved by the County is made at the vendor's risk. Consequently, in the event

that such statement or affidavit is not received and approved by the County, the vendor hereby releases the County from any liability whatsoever to pay for delivered items at the new price prior to the vendor's notification to the County.

### **Insurance Requirements**

Successful bidder(s) must submit a certificate of insurance for general liability, automobile liability and works compensation within ten (10) days of being notified of the award of this bid. The certificates must be kept current throughout the contract period. Bastrop County must be listed as an additional insured.

### **TXDOT Requirements**

All materials must meet the Texas Department of Transportation specifications for the item number, class and type give.

### **Product Testing**

All tests shall be made as per methods used by the American Society of Testing Materials, unless otherwise specified. If test analysis does not meet specification for diesel or gasoline, the vendor will pay for said test.

### **Bid Items**

Bidders may choose to bid all items or select items.

### **Bid Sheet**

All bids must be submitted on the bid sheet provided.

### **Bid/Contract Award**

If the bid is accepted and approve by Commissioners Court, then the bid documents and bid sheet become the contract and there are no oral agreements either expressed or implied. The contract will be for a twelve (12) month period effective **July 1, 2015 through June 30, 2016**, unless cancelled by either party with thirty (30) days' notice.

## **Bid Specifications for Diesel and Gasoline / Oil, Lubes and Grease**

The County currently uses fuel cards for small purchases. If offered by the vendor awarded this bid, the vendor will supply the County with requested cards using the same discount percentage.

Successful bidders must be able to pump all products into above ground and overhead storage tanks. Products must be metered or accurately measured at the time of delivery, and meter reading must appear on the invoice.

**Delivery Locations** shall be defined in Exhibit A.

Prompt delivery is absolutely essential in the performance of this contract. Delivery shall be made within 24 hours of an order request.

### **Bid Price**

The bid price (contract price) will be compared to the Terminal or Rack Average Price, whichever is the lesser for the day, of the Daily Oil Price information Service (OPIS) Report for Austin, Texas. The Daily OPIS Report publication will be the official reference with regard to price adjustment requests by the vendor. If there are errors in the extension figures, the unit price published in the Daily OPIS Report will prevail. The price published each day will remain for the entire day. The margin cannot be changed during the contract period.

### **Price Fluctuations**

The vendor may contact the County Purchasing Office to obtain the OPIS Price of Fuel for the day. Prices shall include all delivery charges.

**Estimated Yearly Quantities** to be made by vendor shall be defined in Exhibit B

### **Diesel and Gasoline Quality**

- **Regular Unleaded Gasoline** - must have a minimum octane rating 87, which shall be determined using the R+M/2 method.
- **Diesel Fuel, Ultra Low Sulfur B2 No. 2** - must contain diesel fuel winter additive during the months of December through March.

### **Oil, Lubes and Grease Quality**

- Diesel Engine Oil – 15W40 (must meet the CJ4 specifications)
- Hydraulic Fluids – ISO Grade 32
- Hydraulic Fluids – ISO Grade 46
- Hydraulic Fluids – ISO Grade 68
- Hydraulic Fluids – ISO Grade 100
- Hydraulic Fluids – ISO Grade 150
- Lithium Complex Grease – Red
- Lithium Complex Grease - Gray
- Lithium Complex Grease - Moly
- Gear Lube – 80W90
- Coolants/Antifreeze (Additives) – Conventional – Red 50/50
- Coolants/Antifreeze (Additives) – Conventional – Green 50/50
- Coolants/Antifreeze (Additives) – ELC 50/50

In the event that the vendor awarded this supply contract fails for any reason to supply the fuel to Bastrop County pursuant to the terms of this bid invitation at the time and in the amounts which Bastrop County requests, then Bastrop County shall have the right to purchase from any substitute source, the amount of fuel due from the vendor and shall have the right, at this option, to either recover from the vendor as liquidated damages or offset against the price due for fuel subsequently supplied by the vendor and any amount by which the cost of such substituted fuel exceeds the contract price which would have been applicable, together with the price which would have been applicable, together with the cost of any incidental expenses reasonably incurred by Bastrop County

in making such substituted purchases and the amount of any consequential damages allowed by law.

**Fuel Spills**

Extreme care must be taken by the contractor to avoid fuel spills. The tanker must be attended at all times during fuel offloading. Any costs incurred as a result of product spills due to negligence on the part of the vendor, its agent or employees or due to equipment malfunction, will be borne by the vendor and may be grounds for termination of the contract, at Bastrop County's option.

**Insurance**

The successful bidder must submit Certificates of Insurance for General Liability, Auto Liability and Workers Compensation within 10 days of being notified of the award of this bid and said certificates must be kept current.

***If this bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are no oral agreements either expressed or implied.***

# Exhibit A

## Delivery Locations

Location	Address	Appx. Size of E10 Tank	Appx. Size of Diesel Tank
Precinct 1	601 Cool Water Drive Bastrop, Texas 78602	1,000 Gal	3,000 Gal
Precinct 2	911 SE MLK Blvd. Smithville, Texas 78957	500 Gal	2,000 Gal
Precinct 3	192 Fohn Road Red Rock, Texas 78662	500 Gal	2 - 1,000 Gal
Precinct 4	708 Bull Run Road Elgin, Texas 78621	500 Gal	2,000 Gal
Animal Services	589 Cool Water Drive Bastrop, Texas 78602	500 Gal	
Sign Shop	601 Cool Water Drive Bastrop, Texas 78602	500 Gal	

# Exhibit B

## Estimated Quantities

Location	E10 Quantity	Diesel Quantity
Precinct 1	12,000 Gal	78,000 Gal
Precinct 2	6,700 Gal	70,000 Gal
Precinct 3	5,000 Gal	50,000 Gal
Precinct 4	7,500 Gal	50,000 Gal
Animal Services	22,500 Gal	
Sign Shop	2,000 Gal	

## Bid Submittal

Bids must be submitted in a sealed envelope clearly marked with:  
**RFB #: 15BCP05E – Petroleum Products and bidder's company name**

Bid may be mailed to:

Melissa Kincaid  
Interim  
Purchasing Agent  
Bastrop County Purchasing  
804 Pecan St.  
Bastrop, Texas 78602

Or bids may be hand delivered:

Melissa Kincaid  
Interim  
Purchasing Agent  
Bastrop County Purchasing  
803 Pine St., Room 101  
Bastrop, Texas 78602

**Responses must be received by the Purchasing Office no later than: 2:00 p.m. Thursday, June 18, 2015.**

Late proposals will not be accepted and will be returned unopened. Each bidder is responsible for insuring that their bids has been delivered by the date, time and location specified.

Any questions related to the bid specifications or questions concerning the submittal of bids should be directed to Melissa Kincaid, at e-mail address: [purchasing@co.bastrop.tx.us](mailto:purchasing@co.bastrop.tx.us) or by phone at (512) 581-7110.

By submitting a bid to this RFB, each vendor acknowledges that he/she has read and fully understands this RFB and has asked questions and received satisfactory answers to any questions or concerns they may have regarding any requirements, provisions or statements made within this RFB.

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## **Bidders Checklist**

Bidders Checklist: (Documents to be submitted in response to this RFB)

\_\_\_\_\_ Bid Sheet

\_\_\_\_\_ Conflict of Interest Statement (if applicable)

\_\_\_\_\_ IRS Form W-9 (if you are a current vendor with the County you are not required to submit a W-9)

\_\_\_\_\_ Due Date: 2:00 p.m., Thursday, June 18, 2015

(Proposal must be received & stamped by the Purchasing Office no later than the due date.)

**Bids that fail to comply with the above will be deemed non-responsive.**

Petroleum Products  
 Bid Sheet  
 RFP No.: 15BCP05E

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

Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

*Please fill in only the product(s) you are bidding.*

**Profit Margin**

	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Animal Services	Sign Shop
Regular Unleaded						
Diesel ULS No. 2						

**Fuel Cards Profit Margin**

*(if offered)*

Regular Unleaded Profit	
Diesel ULS No. 2 Profit	

The undersigned hereby submits its sealed bid for **Petroleum Products**. The bidder understands and agrees that it is bound by all terms and conditions present in this RFB packet, including cover sheets, bid specifications and bid sheet.

\_\_\_\_\_  
 Signature *(with legal authority to bind the bidder)*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

Pursuant to the MSDS section of the Standard Terms and Conditions bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

Bastrop County reserves the right to refuse any or all parts of any or all bids to waive technicalities in the best interest of the County.

Oil, Lubes and Grease  
 Bid Sheet  
 RFP No.: 15BCP05E

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

Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

*Please fill in only the product(s) you are bidding.*

Diesel Engine Oil
-------------------

	Quart	Bulk per Gallon	Drum
15W40	_____	_____	_____

Diesel Exhaust Fluid
----------------------

	1 Gallon	2.5 Gallons	Drum	Tote
	_____	_____	_____	_____

Hydraulic Fluids
------------------

	Quart	Bulk per Gallon	Drum
ISO-Grade 32	_____	_____	_____
ISO-Grade 46	_____	_____	_____
ISO-Grade 68	_____	_____	_____
ISO-Grade 100	_____	_____	_____
ISO-Grade 150	_____	_____	_____

Lithium Complex Grease			
------------------------	--	--	--

	10 Pk. Tubes	32 Lb. Pail	120 # KEG
Red	_____	_____	_____
Gray	_____	_____	_____
Moly	_____	_____	_____

Gear Lube			
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	1 Gallon	5 Gallon	120 Lb. Keg	Drum
80W90	_____	_____	_____	_____

Coolants/Antifreeze (Additives)			
---------------------------------	--	--	--

	1 Gallon	5 Gallon	Drum
Conventional-Red 50/50	_____	_____	_____
Conventional-Green 50/50	_____	_____	_____
ELC 50/50	_____	_____	_____

The undersigned hereby submits its sealed bid for **Oil, Lubes and Grease**. The bidder understands and agrees that it is bound by all terms and conditions present in this RFB packet, including cover sheets, bid specifications and bid sheet.

Signature <i>(with legal authority to bind the bidder)</i>	Date
--	------

Print Name	Title
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Pursuant to the MSDS section of the Standard Terms and Conditions bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

Bastrop County reserves the right to refuse any or all parts of any or all bids to waive technicalities in the best interest of the County.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date