

RESPONDENT NAME

**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL ARCHITECTURAL SERVICES TO REMODEL
THE ANDERSON COUNTY
CIVIC CENTER**

COUNTY OF ANDERSON, TEXAS

**STATEMENT OF
QUALIFICATIONS**

**DUE DATE: FEBRUARY 26, 2021
BY 2:00 P.M.**

RFQ 2021-01

**Anderson County
703 N. Mallard Street, Suite 101
Palestine, Texas 75801
903 723 7406
www.andersoncountytexas.org**

CONFIDENTIAL

Table of Contents

I. OPENING DATE, TIME, PROCEDURES, CONTACTS.....3-4

II. INSTRUCTIONS.....4-5

III. REQUIRED PROVISIONS6-9

IV. SPECIAL TERMS AND CONDITIONS.....9-10

V. SCOPE OF SERVICES..... 11

VI. SUBMITTAL REQUIREMENTS..... 11-12

VII. SELECTIONS PROCESS/EVALUATION CRITERIA..... 12-13

 *STATEMENT OF QUALIFICATIONS SIGNATURE FORM.....14

 *CERTIFICATION OF ELIGIBILITY..... 15

 *CONFLICT OF INTEREST QUESTIONNAIRE.....

 *RESIDENCE CERTIFICATION.....16

***NOTE: THESE PAGES MUST BE RETURNED WITH STATEMENT OF QUALIFICATIONS.**

This Table of Contents is intended as an aid to Respondents and not as a comprehensive listing of the bid package. Respondents are responsible for reading the entire bid package and complying with all specifications.

I. **OPENING DATE, TIME, PROCEDURES, CONTACTS**

A. Anderson County is soliciting Statements of Qualifications for **PROFESSIONAL ARCHITECTURAL SERVICES TO REMODEL THE CIVIC CENTER BUILDING**

**THE ORIGINAL AND THREE (3) COPIES
OF
COMPLETED RESPONSES
MUST BE RECEIVED IN THE
AUDITOR'S OFFICE
AT 703 NORTH MALLARD STREET SUITE 110
PALESTINE, TEXAS 75801
ON OR BEFORE FEBRUARY 26, 2021 2:00 P.M. CENTRAL TIME**

- B. All responses, including a "NO BID", are due in the Auditor's Office by the due date, in sealed envelopes or boxes. All responses must be clearly marked with the RFQ Number, the name of the company submitting the Statement of Qualification, and date and time of opening on the outside of the envelope/box. Original response must be clearly marked "ORIGINAL" and contain all original signatures.
- C. Any response received after the date and hour set for Statement of Qualification opening will be returned unopened. If responses are sent by mail to the Auditor's Office, the Respondent remains responsible for actual delivery of the Statement of Qualification package to the Auditor's Office before the advertised date and hour for the opening of Statement of Qualification packages. If mail is delayed either in the postal service or in the internal mail system of Anderson County beyond the date and hour set for the opening, responses thus delayed will not be considered and will be returned unopened.
- D. Statement of Qualifications may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Statement of Qualifications become the property of Anderson County and may not be amended, altered or withdrawn without the recommendations of the Auditor's Office and the approval of Commissioners Court.
- E. No oral explanation in regard to the meaning of the request for Statement of Qualification will be made and no oral instructions will be given before the award of the contract. Request from interested Respondents for additional information of interpretation of the information included in the qualifications package should be directed in writing, via email to: **Denise Walding**
dwalding@co.anderson.tx.us

The deadline for receipt of written questions shall be on Friday, February 19, 2021 by 5 PM.

II. INSTRUCTIONS

- A. Statement of Qualifications Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of Statement of Qualification.
- B. **It is the respondent's sole responsibility to print and review all pages of the RFQ document, attachments, questions and their responses, addenda and special notices. The Statement of Qualifications Signature Form must be signed and returned. Failure to provide signature on this form renders Statement of Qualification non-responsive.** Failure to complete and submit all required forms, Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Statement of Qualifications.
- C. **CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **"CONFIDENTIAL INFORMATION"**. Anderson County will make every effort to protect these papers from public disclosure as out lined in LGC, Section 262.030 (c) of the State of Texas County Purchasing Act.
- D. The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow expectations. Anderson County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFQ is "confidential" will not be treated as such if the County receives a request for a copy of the RFQ. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Anderson County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.
- E. Statement of Qualifications shall be publicly opened to identify the names of Respondents. All Statement of Qualifications that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the Statement of Qualifications and identified as such. Anderson County will evaluate and rank each Statement of Qualification with respect to published evaluation

criteria within forty-five (45) days after Statement of Qualification due date and opening.

- F. Statement of Qualifications will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Anderson County reserves the right to waive any irregularities and to make award in the best interest of the County.
- G. Anderson County reserves the right to accept or reject in part or in whole any Statement of Qualification submitted, and to waive any technicalities for the best interest of the County. State of Qualifications may be rejected, among other reasons, for any of the following specific reasons:
 - 1. Statement of Qualifications received after the time limit for receiving Statement of Qualifications.
 - 2. Statement of Qualification containing any irregularities.
- H. Respondents may be qualified and their Statement of Qualifications not considered, among the reasons, for any of the following specific reasons:
 - 1. Reason for believing collusion exists among the Respondents.
 - 2. The Respondent being interested in any litigation against the County.
 - 3. The Respondent being in arrears in any existing contract or having defaulted on a previous contract.
 - 4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - 5. Respondent shall not owe delinquent property tax in Anderson County.
- I. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Anderson County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.
- J. Anderson County reserves the right to reject the Statement of Qualifications of any Respondents who has previously failed to perform properly or to complete on time contracts of a similar nature; who is not in a position to perform a contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligation to subcontractors, material men, or employees. Respondents shall NOT contact any member of the evaluation committee prior to award by Commissioners Court.

III. REQUIRED PROVISIONS

THE FOLLOWING REQUIRED PROVISIONS SUBSTANTIALLY IN THE FORM SET FORTH BELOW SHALL BE SET FORTH AND SHALL BE INCORPORATED INTO ANY CONTRACT OR AGREEMENT EXECUTED BY COUNTY AND ANY CONTRACTOR FOR COMMERCIAL REAL ESTATE BROKERAGE SERVICES.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Anderson County, Texas or the federal district courts in Smith County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Anderson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Anderson County, cannot enter into an agreement whereby Anderson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Anderson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has a certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.
6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC") as codified and set forth in the Texas Business and

Commerce Code effective as of September 1, 2014; therefore, any provision to the Contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.
8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.
9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
 - a. the date the governmental entity receives the goods under the contract;
 - b. the date the performance of the service under the contract is completed; or
 - c. the date the governmental entity receives an invoice for the goods or service

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which effects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 et seq., as amended (the "Public

Information Act”), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Anderson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Anderson County whether or not the same are available to the public. It is further understood that Anderson County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Anderson County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Anderson County by Contractor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.
13. The parties understand and agree that under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.
14. It is understood and agreed that Anderson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.
15. Anderson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.
16. Execution of the contract by Contractor certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Right Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
17. The Contractor certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Contractor states that it is not ineligible to receive State or Federal funds due to child support arrearages.

18. The parties agree and understand that these Required Provisions are to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of these Required Provisions and other terms and provisions tendered to Anderson County in the Agreement or other documents, these Required Provisions shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

IV. SPECIAL TERMS AND CONDITIONS

A. Minimum Insurance Requirements:

1. Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation – V.T.C.A., Labor Code, Chapter 401 ET. SEQ:

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Anderson County.
- e. All insurance policies shall be furnished to Anderson County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or Better rating in accordance with the current Best Key Rating guide.
Minimum Limits of Insurance
 1. Comprehensive General Liability, to include contractual liability:
Minimum each person:
Bodily Injury \$ 500,000

Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

1A. Underground Explosion and Collapse of Buildings and damage
To underground utilities: N/A

1B. Excess Liability (Umbrella): N.A

b. Anderson County shall be named as an additional insured.

c. "No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

a. Shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.

b. Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

2. Workers Compensation Insurance –

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy and V.T.C.A., Labor Code, Chapter 401 ET. SEQ; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those

required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

If the owner of the Architectural Firm is the only person that will be working on Anderson County Property, the Worker's Compensation Insurance is not required. However, if the owner has employees that will be working on Anderson County Property Workers Compensation Insurance is required.

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement) TWCC-81), TWCC-83, or TWCC-84), showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

V. SCOPE OF SERVICES

The selected Architect will be required to retain and be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work.

Work shall meet all codes and specifications required by the City of Palestine and Anderson County and adhere to local laws and regulations.

1. The project will include analysis of areas in Civic Center to be used for Exhibit Hall and Meeting Rooms.
2. The analysis with recommendations will include all aspects of construction including sprinkler systems, electrical requirements, fire alarm equipment HVAC and all other requirements related to total remodel.
3. The chosen architects will work closely with Anderson County Management and the Auditor's Office to achieve the most effective and economical use of the space available.

VI. SUBMITTAL REQUIREMENTS

- A. Submittals to Anderson County should be a maximum of thirteen (13) pages, including pages 13, 15, 17, and 19, with type on one side only. Font size shall be a minimum of 10 point. The following information should be provided in the Statement of Qualifications: in Sections 3, 7, and 8.
 1. Discuss firm's history and experience.
 2. Overview of services provided.

3. List team member names and qualifications.
4. Discuss reasons why your firm would be uniquely qualified to provide Architectural services for the remodel of the Civic Center.
5. Evidence of Registered Professional Architect in the State of Texas for each architect who could be assigned to the Anderson County account.
6. Provide a detailed summary of the firm's experience in providing architectural services.
7. Summarize the firm's expertise in architectural services.
8. Provide references firm has provided professional architectural services in the last three (3) years. References must include company name, contact person, email address and phone number.

VII. SELECTIONS PROCESS/EVALUATION CRITERIA

- A. The following evaluation criteria shall be followed in selection of those firm determined to be reasonably susceptible for being selected for award.
 1. Responsiveness:
 - a. Requested information is included and thoroughness of response.
 - b. Clarity and brevity of response.
 2. Staffing:
 - a. Provision for required disciplines and skill.
 - b. Qualifications of personnel conducting architectural services.
 3. Firm's capability to provide the services:
 - a. Background of firm.
 - b. Experience of the firm.
 - c. Location and knowledge of the Anderson County area.
 - d. Unique qualifications of the firm.
 - e. References.
 - f. Past experience with Anderson County.
- B. Anderson County will rank proposers based on the above evaluation criteria. Anderson County will then conduct negotiations with the top firm for a fair and reasonable price.

Should negotiations fail with the first choice, Anderson County will initiate negotiations with the next top ranked firm, and so forth.

- C. This process will continue until contract has been negotiated. The professional fees under this contract must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by the law.
- D. Submission of qualifications indicates Respondents' acceptance of the evaluation techniques and the recognition that subjective judgments must be made by Anderson County during the evaluation process.

STATEMENT OF QUALIFICATIONS SIGNATURE FORM

The undersigned agrees the Statement of Qualifications becomes the property of Anderson County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Statement of Qualification has not been prepared in collusion with any other Respondent, nor any employee of Anderson County, and that the contents of this Statement of Qualification have not been communicated to any other Respondent or to any employee of Anderson County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in the RFQ package. **Failure to sign and return this form will result in the rejection of the entire Statement of Qualification.**

Signature _____ X
Authorized Representative

NAME AND ADDRESS OF COMPANY:

_____ Date _____

_____ Name _____

Telephone No. _____ FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Telephone Number: _____

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND THREE (3) COPIES MUST BE RETURNED WITH STATEMENT OF QUALIFICATION



Did you sign your Statement of Qualifications and/or your addendum? If not, your Statement of Qualifications will be rejected

CERTIFICATION OF ELIGIBILITY
(This provision applies if the anticipated contract exceeds \$25,000)

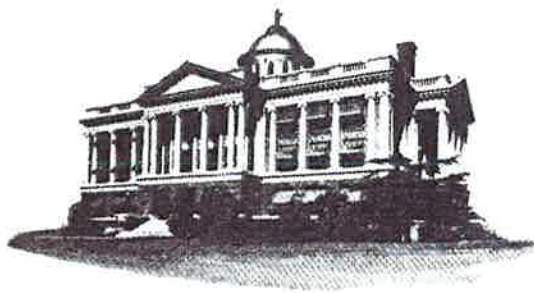
By submitting a Statement of Qualifications in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Governor's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of Statement of Qualification submission and time of award, the Respondent will notify the Anderson County Auditor's Office. Failure to do so may result in terminating this contract for default.

Authorized Signature

**THIS FORM MUST BE SIGNED AND THE ORIGINAL AND THREE (3) COPIES
RETURNED WITH STATEMENT OF QUALIFICATION**

Anderson Co. Courthouse Annex
703 N. Mallard, Suite 101
Palestine, Texas 75801



Telephone: 903-723-7406
Fax: 903-723-7494
rjohnston@co.anderson.tx.us

Robert D. Johnston
Anderson County Judge

To: Vendors of Anderson County, Texas
From: Judge Robert D. Johnston, Anderson County Judge
Re: Conflict of Interest Questionnaire

Vendor:

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable Conflict of Interest with any Anderson County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please **DO NOT** complete this form if you do not have a viable conflict.

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this Questionnaire must be filed with the records administrator of Anderson County no 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. Please see attached questionnaire.

Sincerely,

A handwritten signature in blue ink that reads "Robert D. Johnston". The signature is written in a cursive, flowing style.

Robert D. Johnston
Anderson County Judge

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.

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Anderson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

0 I certify that _____ is a Resident Bidder of Texas as
(Company Name)

defined in Texas Government Code §2252.001.

0 I certify that _____ is a Nonresident Bidder as defined
(Company Name)

in Texas Government Code §2252.001 and our principal place of business is

(City and State)