

BID NO. MEN-01-22

MENARD COUNTY, TEXAS

REQUEST FOR BID (RFB)

RETURN BID TO:

MENARD COUNTY JUDGE'S OFFICE
PO BOX 1038
MENARD, TX 76859

Or in person to

MENARD COUNTY COURTHOUSE
COUNTY JUDGE'S OFFICE
206 E. SAN SABA AVE,
MENARD, TX 76859



The enclosed REQUEST FOR BID and accompanying SPECIFICATIONS are for your convenience in bidding the enclosed referenced services for Menard County.

Sealed bids shall be received no later than:

2:00 P.M. November 2, 2021

MARK ENVELOPE: "BID NO. MEN-01-22"

(3) PURSUIT VEHICLES

Menard County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after deadline will be considered void/unacceptable. Opening is scheduled to be held in the MENARD COUNTY JUDGE'S OFFICE, 206 E. SAN SABA, MENARD, TX 76859.

BID NO. MEN-01-22
MENARD COUNTY

MENARD REQUEST FOR BID (RFB)

INSTRUCTIONS/TERMS OF CONTRACT

BY ORDER OF the Commissioners' Court of Menard County, Texas sealed bids will be received for

(3) PURSUIT VEHICLES

FUNDING: Funds for payment will be provided through the FY2022 Menard County Budget.

LATE BIDS: Bids received in the County Judge's office after submission deadline shall be considered void/unacceptable. Menard County is not responsible for lateness of mail, carrier, etc. and time kept the Judge's Office shall be the official time of receipt.

IT IS UNDERSTOOD that the Commissioners' Court of Menard County, Texas reserves the right to accept or reject any and/or all bids for any or all services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Menard County.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

SALES TAX: Menard County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Menard County reserves the right to award bid as it deems to be the best value for the County.

CONTRACT: This bid, when properly accepted by Menard County, shall constitute a contract equally binding between the successful bidder and Menard County. No different or additional terms will become part of this contract with the exception of a Change Order.

TERMS: This contract will be for 1 year effective from the bid award date by the Commissioner's Court. One (1) additional one (1) year term extension will be available subject to agreement by both parties.

PRICE ESCALATION: Price must be firm for each one (1) year term. A price increase shall at no time be more than what similar volume customers would pay (see Warranty-Price). The vendor must provide the County a ninety (90) day notice for a price escalation request. The vendor must provide cost analysis and/or other documentation to justify any increase, to include industry and industry group level trends and indexes and shall not exceed an annual increase of 4% of the originally quoted cost.

The County Judge or their designee may approve a contract term extension with or without a price increase or reduction at their full discretion. An increase in price must be justified in writing or by documentation from the Vendor to the satisfaction of the County Judge or their designee. If no agreement is reached, the County may re-bid the contract.

CHANGES: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes to the contract will be made in writing by Menard County Judge.

PRICE CHANGES: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Menard County.

QUANTITIES: All quantities indicated herein are approximations. Actual quantity ordered is subject to the availability of funds. The County reserves the right to purchase additional quantities beyond those listed during the term of the contract.

DELIVERY CHARGES: All delivery and freight charges (FOB storage sites) shall be included in the bid price unless otherwise noted.

DELIVERY TIME: Bids shall show number of days required to place product at the County's desired location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Judge's Office immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Judge's Office. The County has the right to extend delivery time if reason appears valid. Successful bidder must keep the Judge's Office advised at all times of the status of the order.

TRANSPORTATION REQUIREMENTS: Bidder shall comply with all State transportation requirements for hauling. Bidder shall submit a copy of their insurance coverage with this RFB.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and the bidder shall be held responsible to perform in strict accordance with the specifications of the request. Menard County Commissioners' Court reserves the right to accept any, all, or none of the exception(s) and substitution(s) deemed to be in the best interest of the County.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired.

ADDENDA: Any interpretations, corrections or changes to this Request For Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Menard County Judge. All who are known to have received a copy of this Request For Bid shall be notified of any addenda. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county, and local laws. All successful bidders' delivered vehicles must meet or exceed applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) standards and regulations.

DESIGN, STRENGTH AND/OR QUALITY of product, as applicable, must be of the highest quality materials and workmanship, and standards of manufacturing and engineering.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Menard County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Menard County requests bidder to supply, with this RFB, a list of at least three (3) references where like services/products have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this RFB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless brought for or on account of any injuries or damages received or sustained by any person, person, or property on account of any negligent act or fault of the successful bidder, or any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment against Menard County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires or is terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Menard County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the County.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect and indemnify Menard County from claims involving infringements of patents and/or copyrights.

PAYMENT: Menard County shall make payment according to the agreed upon terms negotiated with the awarded vendor. Vendors are encouraged to note their requested payment terms within the "Bid Form" section below. Payment terms shall not exceed Net 30 from the time that all goods, services and/or supporting documentation is delivered and accepted by the County.

PACKING SLIPS OR OTHER SUITABLE SHIPPING DOCUMENTS shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving

department and/or delivery location, (c) Menard County Purchase Order number, and (d) Descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc...

INVOICES shall be mailed directly to the Menard County Judge's Office, PO Box 1038 Menard, TX 76859. In addition to a mailed hard-copy invoice, a vendor may also email the invoice to countyjudge@co.menard.tx.us

WARRANTY: Successful bidder shall warrant that all products shall conform to the proposed specification.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Menard County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Menard County Commissioners.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices or the standard build by the manufacturer are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

ANY QUESTIONS: concerning this Request for Bid and Specifications should be directed to the County Judge's Office at 325-396-4789 or by email at countyjudge@co.menard.tx.us.

BID DOCUMENTS

Required Originals

Submit: One (1) unbound original (binder clips acceptable), two (2) bound copy (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required bid forms. **Please clearly indicate which is the original.**

Please submit all bid forms in the following order:

- Specification Worksheet
- Bid Form
- Authorized Signature/Contact Information (**with IRS Form W-9**)
- References
- Conflict of Interest Questionnaire (CIQ)

*At Commissioner's Court award, one signed, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

In submitting its bid, vendor certifies that it has not lobbied the County or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the vendor influenced or attempted to influence the bidding process, the County may, in its discretion, reject the bid.

SPECIFICATIONS AND REQUIREMENTS FOR (3) PURSUIT VEHICLES

Specification Worksheet

Item	DESCRIPTION	YES	NO
A	New and Unused Current Year Model Ford Police Interceptor Utility (K8A) or approved equivalent. (Ford Option Codes are shown for reference)		
	Removal of Standard Factory Equipment Not Allowed		
	Mechanical		
1.	AWD Drivetrain		
2.	3.3 Liter Gasoline Engine, Direct Injected FFV (Police Calibrated)		
3.	Police Rated Braking System		
4.	10-speed Automatic Transmission, Column Shift		
5.	220 Amp Alternator Minimum		
6.	Heavy Duty Cooling System with Engine Oil Cooler and Transmission Cooler		
7.	Engine Hour Meter		
8.	Heavy Duty Powertrain Mounts		
9.	Heavy Duty 18” Steel Wheels with Full Size Spare, including TPMS		
10.	Pursuit Rated Tires		
11.	Underbody deflector plates – engine and transmission (76D)		
	Interior		
1.	Heavy Duty Vinyl Flooring		
2.	Power Adjustable Pedals		
3.	Front Seats: Cloth Buckets, No Console, Power Driver’s, Manual Passenger’s		
4.	Rear Seats: Vinyl; Police Grade		
5.	9 inch Center Console Plate Mounted Between Front Seats		
6.	Rear View Camera, Monitor in Rear View Mirror (87R)		
7.	Window Tint – Factory installed, 2 nd row solar tint, rear quarter and liftgate windows privacy glass (92R)		
	Upfit Equipment		
1.	Factory Installed Headlamp and Tail Lamp Wig-Wag Function (66A)		
2.	Noise Suppression Bonds (60R)		

Item	DESCRIPTION	YES	NO
A	New and Unused Current Year Model Ford Police Interceptor Utility (K8A) or approved equivalent. (Ford Option Codes are shown for reference)		
3.	Factory Installed Driver's Side Spot lamp with LED Bulb (Unity - 51R)		
4.	Factory Installed Hidden Door Lock Plunger with Rear Door Handles Inoperable (52P)		
5.	Factory Installed Rear Window Power Delete, Operable from Front Driver Side Switches (18W)		
6.	Remote Keyless Entry to include 4 keys and 4 FOBS (55F)		
7.	Auxiliary Air Conditioning: to provide air conditioning to rear seat when equipped with a prisoner cage (17A)		
8.	Factory Installed Rear Lighting Solution to Include: two LED flashing linear high intensity lights (Driver's side red/Passenger side blue) mounted in liftgate glass; two LED flashing linear high intensity lights (Driver's side red/Passenger side blue) mounted on inside lip of liftgate. (66C)		
9.	Factory Installed Rear Console Plate (85R)		
	Options		
1.	Factory Installed 100 Watt Siren/Speaker; behind front grill, includes bracket and wiring pigtail (18X)		
2.	Factory Installed Tail Lamp warning lighting; Rear Lighting Solution (66B)		
3.	Blind Spot Monitoring		
4.	Pre-collision Assist with forward collision warning and automatic braking		
5.	5 Year Extended Bumper to Bumper Warranty (no deductible)		
6.	Factory Installed Bluetooth Capability		
7.	3.0L V6 Turbo-Charged Gasoline Engine Upgrade		
8.	Factory Installed Dark Car Feature, to Allow for Courtesy Lamp to be Disabled (43D)		
9.	Low-Band Frequency Noise Suppression Bonds (68E)		
10.	Delivery to Menard, TX 76859		
11.	Delivery to Manufacturer approved Drop Ship location within Texas		

Item	DESCRIPTION	YES	NO
B	New and Unused Current Year Model 1/2 Ton Crew Cab Police Pursuit Rated Pickup (4 Full Size Doors). Ford F-150, Chevrolet Silverado 1500, Dodge Ram 1500, or approved equivalent.		
	Removal of Standard Factory Equipment Not Allowed		
	BODY, INTERIOR, AND EXTERIOR		
1	Exterior Color: White		
2	Interior Color: Grey Preferred		
3	Seating: Front Cloth Buckets, 40/blank/40; Rear Bench, heavy duty vinyl		
4	Floor Covering: Heavy Duty Rubber/Vinyl		
5	Heating and Air Conditioning		
6	3 Year / 36,000 Mile Warranty (Bumper to Bumper); No Deductible		
7	State Inspection: 2 Year		
8	2" Trailer Receiver Hitch with Factory Tow Package; Class IV		
	POWERTRAIN		
1	Engine: Gasoline; Naturally aspirated V8 or Turbo-Charged V6		
2	Transmission: Automatic, Column Shift, Factory Installed Auxiliary Oil Cooler		
3	Engine Oil System to Include Factory Installed Auxiliary Oil Cooler		
4	Four Wheel Drive; Electronic Shift on the Fly		
	CHASSIS		
1	Bed Length: 5.5' (preferred)		
	BRAKES, WHEELS, SUSPENSION, AND STEERING		
1	Wheels: Five (5) Each 17" Heavy Duty Steel		
2	Tires: Five (5) Each; LT265-70-R18E All Terrain Required		
3	Spare Tire Mounted Under Bed		
4	Suspension: Front Coil Springs, Independent; Rear Leaf Springs		
5	Four Wheel Drive: Shift on the Fly, Electronic Push Button		
	ELECTRICAL		
1	Alternator: 240 Amp (minimum) Heavy Duty		
2	Radio: AM / FM - Factory Installed		
3	Daytime Running Lights		
4	Power Windows, Locks, Mirrors		
5	Factory Installed Bluetooth for Phone Connectivity		

Item	DESCRIPTION	YES	NO
B	New and Unused Current Year Model 1/2 Ton Crew Cab Police Pursuit Rated Pickup (4 Full Size Doors). Ford F-150, Chevrolet Silverado 1500, Dodge Ram 1500, or approved equivalent.		
6	Cruise Control		
7	Remote Keyless Entry; 4 Keys, 4 Remote FOBS		
8	Reverse Sensing System		
	OPTIONS		
1	Parts, Service, and Repair Manuals		
2	5 Year / 100,000 Mile Bumper-to-Bumper Extended Warranty; No Deductible (provide terms)		
3	Factory Installed Running Boards		
4	Factory Installed Trailer Brake Controller		
5	Pre-Collision Assist with Emergency Braking with Disable Switch		
6	Delivery to Menard, TX 76859		
7	Delivery to Manufacturer approved Drop Ship location within Texas		

Bid Form

General

- Refer to Instructions to Vendors before completing Bid Form and quote your best price F.O.B. destination on each item.
- The vendor is responsible for determining if any addenda have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addenda.
- Any brand names referenced in this RFB are solely for the purpose of establishing a product minimum standard.
- Quantities provided are approximate and may increase or decrease depending on available funds.

A – Police Interceptor Utility

Item	Description	Unit Price	Estimated Quantity	Extended Price
	A – Police Interceptor Utility	\$	2	\$
	Make and Model Quoted			
	Delivery Lead Time			
1.	Factory Installed 100 Watt Siren/Speaker		1	
2.	Rear Lighting Solution (66C)		1	
3.	Blind Spot Monitoring		1	
4.	Pre-collision Assist		1	
5.	5 Year Extended Warranty		1	
6.	Bluetooth		1	
7.	3.0L V6 Turbo-Charged Gasoline Engine Upgrade		1	
8.	Factory Installed Dark Car Feature		1	
9.	Low-Band Frequency Noise Suppression Bonds		1	
10.	Delivery to Menard, TX		1	
11.	Delivery to Drop Ship Location		1	
Total Bid				

B – Police Pursuit Rated Pickup

Item	Description	Unit Price	Estimated Quantity	Extended Price
	B – Police Pursuit Rated Pickup	\$	1	\$
	Make and Model Quoted			
	Delivery Lead Time			
1.	Parts, Service and Repair Manuals		1	
2.	Extended Warranty		1	
3.	Factory Running Boards		1	
4.	Factory Brake Controller		1	
5.	Pre-Collision Assist		1	
6.	Delivery to Menard, TX			
7.	Delivery to Drop Ship Location			
Total Bid				

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

- Are these prices based on a purchasing cooperative contract? Yes_____ No_____

If yes, name of cooperative: _____ Contract No: _____
 (Texas DIR, TXMAS, BuyBoard, etc.)

- Payment Terms/Discounts (if any): _____

Authorized Signature/Contact Information

Vendor Name: _____
Authorized
Signature: _____
Print Name: _____ Date: _____
Title: _____ Email: _____
Primary Contact: _____
Title: _____ Email: _____
Telephone: _____ Fax: _____
Mailing Address: _____
City, State, Zip: _____
Physical Address: _____
(Cannot be a PO Box)
City, State, Zip: _____

Attach IRS W-9

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

The signee agrees, if this bid is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE SERVICES/PRODUCTS HAVE BEEN PROVIDED:

1. Company Name: _____
Address _____
 Street/PO Box City State Zip

Telephone No.: _____ Fax _____
Contact Person: _____ Title _____

2. Company Name: _____
Address _____
 Street/PO Box City State Zip

Telephone No.: _____ Fax _____
Contact Person: _____ Title _____

3. Company Name: _____
Address _____
 Street/PO Box City State Zip

Telephone No.: _____ Fax _____
Contact Person: _____ Title _____

Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of Menard County officers is available in person at the Menard County Courthouse or on the County's website. If you are considering doing business with the Menard County and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the County not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a Menard County Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with the County, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

LOCAL GOVERNMENT OFFICERS OF THE COUNTY OF MENARD As defined by Chapter 176 of the Texas Local Government Code (Revised 03/20/18)

For purposes of completion of the required Conflict of Interest Questionnaire for the Menard County (required by all buyers who submit bids/proposals), Local Government Officers are:

Menard County Officials:

Judge: Brandon Corbin, County Judge

Commissioners: Frank Davis, Precinct 1
Jay Cunningham, Precinct 2
Edward Keith, Precinct 3
Larry Burch, Precinct 4

Justice of the Peace: Robert C. Hernandez

Constable: Lee R. Callan

Sherriff: Buck Miller

County and District Clerk: Christy Eggleston

Tax Assessor-Collector: Tim Powell

County Treasurer: Tami Russell

County Attorney: Luke Davis

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

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.