

# *CITY OF ALAMO HEIGHTS*

## *PUBLIC WORKS*



### Request for Proposal (RFP) FOR Advanced Metering Infrastructure (AMI)

September 17, 2025

SUBMITTAL DEADLINE:  
November 13, 2025 @ 2:00 P.M. CST

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# 1 Introduction

The City of Alamo Heights (“Alamo Heights”) is located just 4.5 miles to the North of downtown San Antonio. Alamo Heights is surrounded by San Antonio, the seventh largest metropolitan area in the U.S, and is adjacent to the cities of Terrell Hills and Olmos Park. The city encompasses a total area of 2.1 square miles, and sits 807 feet above sea level. Alamo Heights provides municipal water service to approximately 3,300 metered services.

Alamo Heights plans to implement an Advanced Metering Infrastructure (AMI) system for all water customers that enables meter reading, tamper detection, leak detection, disconnections, real-time usage management, endpoint alarm handling, including water pressure monitoring at certain locations.

Alamo Heights is looking for a Vendor who is a long-term partner and is committed to helping Alamo Heights meet its goals.

## 2 Vendor Proposal Logistics

This document and all attachments and exhibits referenced within comprise a Request for Proposal (RFP) for an AMI solution including static water meters, water modules, AMI network communications and associated services, and a software-as-a-service (SaaS) cloud-hosted head-end system (HES).

Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

VASS Solutions (“VASS”) has been contracted to provide consulting services for this procurement.

This document includes methods, designs, requirements, and specifications that are proprietary to Alamo Heights and VASS. Reproduction or use of any proprietary and confidential methods, designs, or specifications in whole or in part is strictly prohibited.

## 2.1 Procurement Events and Timeline

This project will follow the schedule below defined in Table 1.

**Table 1: Procurement Schedule**

#	Activity	Date
1	Issue RFP document	September 17, 2025
2	Last day to submit questions about the RFP	October 16, 2025
3	Final Q & A addendum posted	October 23, 2025
5	<b>RFP Response due no later than 2:00 PM CST (Extensions will not be granted)</b>	<b>November 13, 2025 No later than 2:00 PM CST</b>
6	Notification of shortlisted Vendors (if required)	December, 2025
7	Onsite Vendor presentations (if required)	December, 2025
8	Vendor Selection, PO, and contracting	March, 2026
9	Obtain Board Approval	April, 2026
10	Project Deployment Kick-off	April, 2026

## 2.2 Questions

Questions related to this RFP must be emailed to [AMI@alamoheightstx.gov](mailto:AMI@alamoheightstx.gov). Questions must be submitted by the date listed in Table 1. Please include “Alamo Heights – AMI RFP Question” in the email subject line. Respondents are specifically barred from contacting any other City personnel involved in this solicitation for the purpose of discussing this solicitation. Violation may result in respondent disqualification.

Alamo Heights will publish all questions and their answers via one or more addendum. Vendors are required to acknowledge receipt of all addenda in their response.

## 2.3 Response Submission

Vendors must submit **both electronic and hard copy** RFP responses. Responses in their entirety must be submitted no later than 2:00 PM CST on November 13, 2025. It is the sole responsibility of respondent to have packet at designated location prior to the deadline date and time. Any mail delays or other matters causing late receipt are irrelevant and will not excuse late submission. Alamo Heights is not responsible for any errors in proposals received. Vendors will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications by Alamo Heights. Alamo Heights reserves the right to extend the Proposal review period and allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

### **Electronic Responses**

Vendors should email RFP responses no later than 2:00 PM CT on November 13, 2025 to [AMI@alamoheightstx.gov](mailto:AMI@alamoheightstx.gov).

### **Hard Copy Responses**

Vendors shall also submit two (2) complete hard copy proposals in a sealed package clearly marked with the project name, "Request for Proposal – Advanced Metering Infrastructure (AMI)". Hard copies must be delivered by Thursday, November 13, 2025, at 2:00 p.m. CST to:

Elsa Robles  
City Secretary  
6116 Broadway  
San Antonio, TX 78209

Alamo Heights will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews. Any submittals received after the deadline shall not be opened and will not be considered.

## **2.4 Checklist of RFP Response Materials**

Vendors shall provide the requested documents in the order listed below. The documents must be provided in the native Microsoft Excel and Word formats.

**To obtain copies of Exhibit I – References, Exhibit II – Requirements, and Exhibit III – Pricing, Vendors must email a request to [AMI@alamoheightstx.gov](mailto:AMI@alamoheightstx.gov).**

The following completed documents must be provided as part of a proposal:

1. **Brief Cover Letter** including contact information in the event Alamo Heights needs to ask clarifying questions after reviewing your proposal. Please limit this letter to one (1) page.
2. **Technical Narrative** that outlines the key components of the proposed solution. Vendor is encouraged to make the high-level case that their solution is best positioned to provide Alamo Heights with the most valuable long-term solution with the least risk. The Vendor should not waste this space with sales or marketing materials. Please limit this narrative to six (6) pages.
3. **Exhibit I – References** (in its native Microsoft Excel format) with responses as requested.
4. **Exhibit II – Requirements** (in its native Microsoft Excel format) with responses as requested. This workbook has multiple tabs. Tabs 1-8 are compliance requirements where the Vendor is expected to indicate whether they fully comply, partially comply or don't comply with each of the requirements. Tab 9 includes requests for specific information. Some of this information can be provided within the Microsoft Excel

workbook itself while some of the information will need to be provided as a separate document or attachments. The Vendor is responsible for ensuring that all information requested on tab 9 is included in its proposal.

5. **Exhibit III – Pricing** (in its native Microsoft Excel format) with responses as requested. Alamo Heights requests that pricing proposed by Vendor remain valid through April, 2026.
6. Completed **Conflict of Interest Questionnaire** – included at the end of this document.
7. **The Vendor’s commitment** to implementing their AMI solution according to the deployment timeline outlined in Section 4. If the Vendor cannot achieve the timeline, document the reasons why.
8. A copy of Vendor’s standard **AMI Master Services Agreement (MSA)** in its native Microsoft Word format. The AMI MSA will be used as the starting point for negotiations between the selected Vendor and Alamo Heights. The final, negotiated AMI MSA will serve as the primary legal agreement between Alamo Heights and Vendor.
9. The **Vendor’s Statement of Work (SOW)**, based on the information provided in this RFP, documenting Vendor accountability for system design, network, systems integrations with Customer Information System (CIS) and Customer Portal, AMI HES implementation, testing, training, and other duties. Prior to contracting, the selected Vendor’s standard SOW will be modified to meet the exact specifications of this AMI system implementation and will be agreed upon by both Alamo Heights and the selected Vendor.
10. Any **additional contract documents** that Vendor expects to be included in a final agreement between Alamo Heights and Vendor (e.g. SaaS Agreement, AMI Network Agreement, Software Maintenance Agreement, Software License Agreement). Submitted documents will be used as the starting point for negotiations between the selected Vendor and Alamo Heights. The final, negotiated documents will become part of the primary legal agreement between Alamo Heights and Vendor.
11. **Propagation Study** that illustrates AMI coverage of all water endpoints and reflects the number of proposed AMI-related collection devices (base stations, pole-top collectors, network radios and/or repeaters). It is Vendor’s responsibility to provide a propagation study which meets the needs of its own network deployment plan. Final pricing will be based on a not to exceed AMI network cost.
12. **Addenda:** Include acknowledgement of any addenda issued as part of this RFP.

All documentation provided in the proposal is subject to be attached to the final contract between Vendor and Alamo Heights, and all specified functionality and specifications described therein are subject to be tested as part of the System Acceptance Test.

## 2.5 Evaluation and Scoring of Proposals

Alamo Heights is conducting a best value procurement based on competitive proposals.

A Vendor's proposal must meet the following **minimum submission requirements** for Alamo Heights to deem the proposal responsive:

1. Vendor must propose a comprehensive AMI solution that aligns with the requirements outlined in this RFP.
2. Vendor must provide a minimum of three AMI references from North America where Vendor's proposed AMI solution has been deployed within the last five years at a water utility.
3. Vendor must propose an AMI head-end system that is hosted by Vendor as a SaaS application.
4. Vendor must propose an AMI network that is owned, operated, maintained, and managed by the Vendor or another third party.

**A proposal deemed to be not responsive, in the opinion of Alamo Heights, will not be evaluated.**

Proposals will be evaluated by the Alamo Heights team based on the criteria in Table 2.

**Table 2: Evaluation Criteria**

#	Criteria	Points
1	AMI Solution Risk	5
2	Compliance with functional, technical and performance requirements	20
3	AMI Network Services proposed	5
4	Total Lifecycle Costs	35
5	Support Services (localized, ongoing/long term)	35

The highest scoring Vendors will be eligible for additional evaluation subject to the approval of Alamo Heights.

## 2.6 Short-List Interview Sessions

Alamo Heights reserves the right to invite one or more Vendors to participate in short-list interview sessions. Information obtained during the short-list interview sessions will be used to finalize evaluations and to select the Vendor with which to begin contract negotiations.

## **2.7 Rejection of Submissions**

The City of Alamo Heights reserves the right to reject any and all RFPs, to waive irregularities, to request additional information from all Vendors, and further reserves the right to select the RFP which furthers the best interest of the City. This RFP does not obligate the City to enter into an agreement with any Vendor. The City reserves the right to cancel this Request for Proposal at any time, at its discretion.

## **2.8 Performance Bond**

The Vendor selected via this RFP will be required to comply with state law and provide a performance bond in an amount not less than 100% of the awarded contract amount associated with the AMI solution.

The bond shall be on the form in **Section 12** of this document.

Vendor should provide the cost of the performance bond in the **Exhibit III – Pricing workbook**.

## **2.9 Confidentiality**

Vendor acknowledges that Alamo Heights is a municipal corporation bound by the public disclosure laws of the State of Texas and that, under Texas Law, Alamo Heights is required to make available all non-exempt public records for inspection and copying. Vendor agrees that in the event Alamo Heights receives a disclosure request for any document submitted by the Vendor, Alamo Heights' sole obligation is to provide Vendor ten (10) days' notice prior to disclosing the document.

## **2.10 Disclosure of Information**

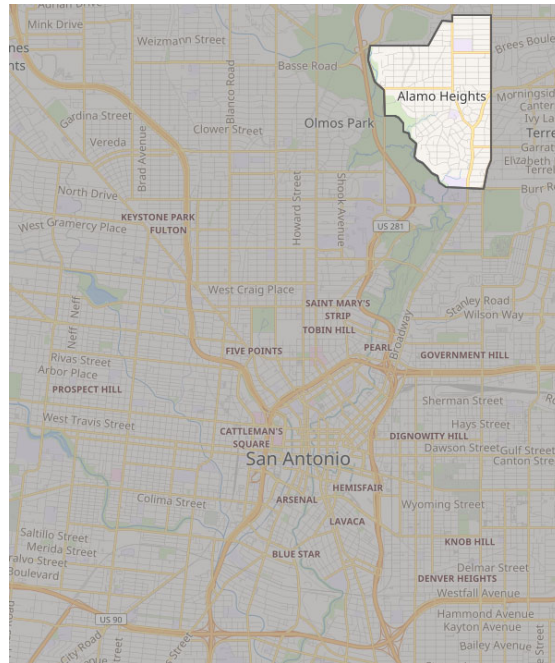
Information made available to the Vendor by Alamo Heights for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Project Manager.



### 3 Project Background

Figure 1 represents Alamo Heights' service territory.

**Figure 1: Service Territory for Full Deployment**



#### 3.1 Solution to Be Procured

Alamo Heights is seeking a solution that meets the requirements in Exhibit II – Requirements.

Alamo Heights is expecting to:

- Replace all 3,202 water meters with static water meters.
- Install AMI water modules at all 3,202 water meter locations and connect those modules to the water meter.
- Enable interval data presentment and customer messaging to Alamo Heights customers via Alamo Heights' existing Customer Information System (CIS) provider.
- Implement an AMI head-end system that is hosted by the Vendor as a SaaS solution.
- Implement an AMI network that is owned, operated, maintained, and managed by the Vendor or another third party.

## 3.2 Water Meter Population

Table 3 summarizes the quantity of water meters by size.

**Table 3: Quantity of Meters by Size**

Meter Size	Number of Meters
3/4"	475
5/8"	1,850
1"	652
1.5"	152
2"	59
3"	9
4"	4
6"	1
Total	3,202

**Exhibit V – Water Meter Population** provides the Alamo Heights locations that require AMI solution coverage.

**To obtain a copy of Exhibit IV – Water Meter Population, Vendors must email a request to [AMI@alamoheightstx.gov](mailto:AMI@alamoheightstx.gov).**

## 3.3 Head-End System (HES)

Alamo Heights is requesting that Vendors provide an optional Managed Services solution for the AMI HES system application and services. This offer would include the prescribed monitoring, delivery and management of meter readings, customer usage data, data analytics, data storage as well as endpoint monitoring (including specific alerts or alarms).

Alamo Heights is requesting, in **Exhibit II – Requirements**, that Vendors provide a detailed understanding of their Managed Services offering. Further, Alamo Heights is requesting, in **Exhibit III – Pricing**, Vendor pricing for their Managed Services offering.

Alamo Heights will decide on a Managed Services offering based on the perceived value of the service.

## 3.4 Endpoint Installation Services

Alamo Heights intends to issue a separate RFP and subsequently contract for an endpoint installation Vendor the installation of water meters and AMI water modules. Alamo Heights expects the AMI Vendor to work in close collaboration with the selected endpoint installation Vendor.

### 3.5 Communications Assets

Alamo Heights does not intend to own, operate, maintain, or manage any portion of the AMI network. Accordingly, Vendors are expected to propose an AMI network solution in which the Vendor — or an identified third party — assumes full responsibility for network ownership, operations, maintenance, and ongoing management. Vendors must ensure that their proposed network design aligns with their propagation study and supports complete coverage of all endpoints.

## 4 Deployment Timeline

The anticipated AMI solution deployment timeline is shown in table 4 below.

**Table 4: Deployment Timeline**

#	Task	Targeted Completion Date
1	Project Kick-off	April, 2026
2	Mobilization Period	April, 2026 – July, 2026
3	Deployment	August, 2026 – October, 2026
4	System Acceptance Testing	H1, 2027

## 5 Systems Integration

Vendor's cloud/hosted SaaS head-end system is expected to be integrated with Alamo Heights' Tyler Incode 9 Customer Information System to support Alamo Heights custom applications, including real-time and historical interval data access for water meters.

## 6 System Acceptance Testing (SAT)

Successfully completing System Acceptance Testing, which focuses on verifying the AMI System's functionality, capabilities, performance, and coverage, is comprised of the testing and resolution procedures described in this section.

Alamo Heights and the selected Vendor will work together to develop a System Acceptance Testing plan. Vendor has shared responsibility to facilitate the SAT.

At a minimum, Vendor test plans should address the following:

1. Functional, technical and performance requirements outlined **Exhibit II: Requirements**.
2. Integration with Alamo Heights applications.
3. Security compliance as relevant and practical and possible to test.

4. First article and acceptance testing for new water meters and for new water modules.

## 7 Insurance

The selected Vendor shall carry insurance in not less than the following types and amounts for the duration of the Contract, and furnish Certificates of Insurance along with copies of policy declaration pages and policy endorsements as evidence thereof. Additional insurance may be required by the City based on the type, scope or size of the project awarded. The cost of such insurance is the Respondent's responsibility. Failure to comply could result in non-award of the contract.

- A. Respondent agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for the City under this Contract in the following amounts:

Worker's Compensation – Texas Statutory  
Employers' Liability -- \$100,000.00

- B. Architect also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability covering claims against Architect for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in not less than the following amounts:

Commercial General Liability  
Personal injury and property damage -  
\$1,000,000.00 combined single limit each occurrence and  
\$2,000,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:  
Bodily injury and property damage -  
\$500,000.00 combined single limit each occurrence

- C. Architect shall add the City of Alamo Heights as "Additional Insureds" on all required insurance policies, except worker's compensation, employers' liability and professional errors and omissions insurance. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy.
- D. Additionally, Respondent agrees to maintain professional errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, as long as reasonably available in the market place under standard policies.

## 8 Prohibited Respondents

1. The City of Alamo Heights will not conduct business with Respondents who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
2. Successful Respondent must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.
3. Successful Respondent must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful Respondent must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.
5. Successful Respondent must affirm, in any resulting contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful Respondent must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

## 9 Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission (TEC) at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). A copy of the questionnaire is included at the end of this document. Any completed Conflict of Interest Questionnaires should be submitted to the City.

## 10 Disclosure of Interested Parties

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by City Council before the contract may be signed; or (2) have a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties certificate to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by TEC is as follows:

1. The Disclosure of Interested Parties certificate must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to CITY.
2. The copy of Form 1295 submitted to CITY must contain the unique certification number from the TEC. The form must be filed with CITY pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to CITY.
3. CITY, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

## 11 Personal Interest

No officer, employee, independent consultant or elected official of CITY who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the CITY belongs to a cooperative association, the CITY may purchase services from the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the CITY. Nevertheless, the CITY may obtain the services under the Agreement if a conflict of interest affidavit is filed and the Council member recuses his/herself.

## 12 Award

The City reserves the right to award to the most responsible and responsive respondent in the best interest of the City based on price and/or based on best value meeting the requirements of this RFP. The City reserves the right to consider items such as safety record, references, previous performance, delivery time, or a criterion specific in the RFP which the City considers weighted. The City reserves the right to order from another vendor in which the City determines an emergency or urgent need becomes necessary. The City of Alamo Heights has the sole, last, and final determination to determine award. The City reserves the right to reject any proposals that do not meet the specifications stated herein or reject all proposals should this project not be approved for any reason.

## 13 Performance Bond

<p><b>Contractor as Principal</b></p> <p>Name:</p> <p>Mailing address (principal place of business):</p>	<p><b>Surety</b></p> <p>Name:</p> <p>Mailing address (principal place of business):</p>
<p><b>Owner</b></p> <p>Name: City of Alamo Heights</p> <p>6116 Broadway Alamo Heights, TX 78209</p>	<p>Physical address (principal place of business):</p> <p>Telephone (Main):</p> <p>Telephone (Claims):</p>
<p><b>Contract</b></p> <p>Project name and number: Advanced Metering Infrastructure (AMI) RFP</p> <p>Contract Price:</p> <p>Effective Date of Contract:</p>	<p>Surety's state of incorporation:</p> <p><b><i>By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in Texas.</i></b></p>
<p><b>Bond</b></p> <p>Bond Amount: 100 percent of Contract Price</p> <p>Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract)</p>	<p><b>Local Agent for Surety</b></p> <p>Name:</p> <p>Mailing address (principal place of business):</p> <p>Telephone (Main):</p> <p><b><i>The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Dept. of Insurance by calling the following toll-free number: 1-800-252-3439.</i></b></p>



***Surety and Contractor, intending to be legally bound and obligated to Owner, do each cause this performance bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs the Work required by the Contract then this obligation will be null and void; otherwise the obligation is to remain in full force and effect. Provisions of this bond shall be pursuant to the terms and provisions of Texas Government Code Chapter 2253 as amended and all liabilities on this bond shall be determined in accordance with the terms and provisions of said Chapter to the same extent as if it were copied at length herein. Venue lies exclusively in [specify name] County, Texas for any legal action.***

**Contractor as Principal**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Surety**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

*(Attach Power of Attorney and place surety seal below)*

## **14 Exhibits**

The following information is provided in separate Exhibits, as listed below:

1. Exhibit I – References
2. Exhibit II – Requirements
3. Exhibit III – Pricing
4. Exhibit IV – Water Meter Population

**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**

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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.