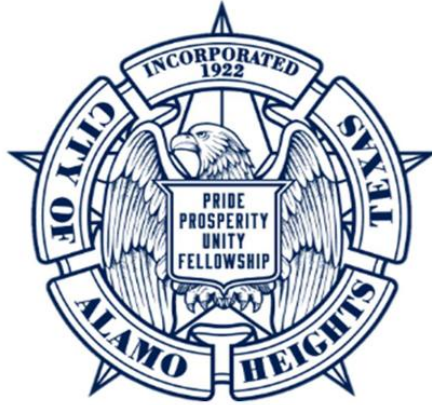


CITY OF ALAMO HEIGHTS



Request for Proposal (RFP)
for
General Construction for the Alamo Heights Pool
Pocket Park

October 22, 2025

SUBMITTAL DEADLINE:
December 4, 2025 @ 2:00 P.M. CST

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CITY OF ALAMO HEIGHTS
REQUEST FOR PROPOSAL (RFP)

**GENERAL CONSTRUCTION FOR THE ALAMO HEIGHTS POOL POCKET
PARK**

The City of Alamo Heights, Texas (“City”) is soliciting proposals from qualified firms to provide general construction services for the Alamo Heights Pool Pocket Park.

City Contact

Phil Laney
Assistant City Manager
Phone: 210-832-3331
planey@alamoheightstx.gov

Mailing/Physical Address

City of Alamo Heights
6116 Broadway
San Antonio, TX 78209

**Due to City of Alamo Heights by 2:00 PM, Central Daylight Time (CDT) on
Thursday, December 4, 2025**

Written questions due to City no later than: Friday, November 14, 2025 at 5:00 PM CDT

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 is a home-rule municipality that operates under a municipal charter that has been adopted or amended as authorized by Article XI, Section 5, of the Texas Constitution. The Alamo Heights City Charter was adopted in 1954 and amended in November 2007 and May 2011. Pursuant to its provisions and subject only to the limitations imposed by the state constitution and state law, all power of the City are vested in the elective City Council, which enacts local legislation, adopts budgets, determines policies, and appoints the highest-level City officials. The City Council executes the laws and oversees the government of the City. The City is a full-service city and provides a wide variety of services to citizens and visitors in the Alamo Heights area. Services include police, community development, building inspections, code enforcement, public works (owner and operator of water system and wastewater system), and general administrative activities.

The City of Alamo Heights follows a Council-Manager form of government as provided by the City Charter. Alamo Heights is governed by a Mayor and five (5) Councilmembers who serve staggered two-year terms. The City has three (3) boards and commissions: the Planning & Zoning Commission, Board of Adjustment, and Architectural Review Board.

1.1 Project Overview

The Scope of Services includes general construction services for the City's Alamo Heights Pool Pocket Park. The project is in collaboration with Ford, Powell and Carson Architects and Planners, the City's contracted Architectural and Landscape Consultant, and the City of Alamo Heights. The park is to be located at 250 Viesca St., San Antonio, TX 78209 in the existing parking lot and directly adjacent to the existing Alamo Heights neighborhood pool.

After 75 years of operation, the Alamo Heights pool has cemented itself as the center of our city's collective backyard. In looking to the next 75 years, the City would like to invest in the area with a backyard expansion. The Pool Pocket Park will be another one of the amenities that will be activated by the pool operations. The Pool Pocket Park will be a gathering place for community families to enjoy a shaded green space and be able to share food and drink with family and friends provided by the pool concessionaire.

In April 2025, the City contracted with Ford, Powell and Carson Architects and Planners (FPC) to develop the site, architectural and landscape features of the Pool Pocket Park. The park will consist of an approximately 0.4 acre area north of the Alamo Heights Swimming Pool. The site currently serves as a portion of the existing parking lot between the pool and Billy Blake Park, home to the Alamo Heights Little League. To date, FPC and associated design consultants have completed the Design Package including the 100% construction document set of drawings along with the written project specifications. The documents can be reviewed and downloaded online at CIVCASTUSA.COM (Project ID: 2025_2534_01). The design builds upon four (4) main goals for the project:

- Create service area for patrons of existing food and beverage concessionaire
- Create a shade structure to serve patrons of food and beverage concessionaire & park
- Add two (2) single-use, ADA compatible restrooms within existing footprint of Alamo Heights Pool building for park patron use
- Create play area for young children

The Pool Pocket Park concept incorporates a variety of landscape, architectural, and use features for patrons. Included in the design are the following elements:

- The existing pool building, food service building and entries will remain.
- The pool entry plaza will be an expanded entrance area with seating and a drop off zone along Viesca St.

- The courtyard steel fence and gates will consist of a 4'-0" height wire mesh to enclose the courtyard for safety and Texas Alcoholic Beverage Commission (TABC) requirements.
- The multi-use natural lawn will be 78' x 45', serving as a space for events, play, etc. with a small play berm.
- The shaded seating will incorporate new shade trees alongside the building to provide shaded seating area.
- The existing grill will be retrofitted to be able to serve food to park patrons.
- A nature play area will include a play log and steppers over fibar mulch.
- The shade structure will include movable furnishings with tables and chairs for 40 people.
- The two (2) restrooms will be incorporated into the north wall of the existing pool building within the footprint of the existing men's locker room.
- Enhanced plantings and shade trees will add drought tolerant plants including flowering plants, ornamental grasses, perennials, and evergreens.
- Site lighting will be added to maximize use and safety.
- Existing parking lot light poles to be replaced. Electrical service shall be reused if possible.
- Restriping and selective replacement of parking lot paving.

1.2 Project Scope and Services

The purpose of this RFP is to solicit construction fee proposals for the full development and construction of the Alamo Heights Pool Pocket Park project. The proposals shall include the following:

A) Pre-Construction Services

- Development of Construction Schedule and Budget at final phase of Design;
- Provide recommendations on construction feasibility;
- Advise on availability of materials and labor;
- Assist in value engineering services for the project, if necessary; and
- Schedule and conduct pre-construction meeting with owner, architect and contractor.

B) General Contractor Services

- Provide and maintain a construction schedule;
- Full-time onsite supervision and field engineering;
- A monthly report on engineering, purchasing, construction, schedule, and cost forecast;
- Define any self-performed work and include plan to secure a minimum of one bid to compare costs of self-performed work to;

- Receive and award subcontractor bids;
- Supervise and direct the work of subcontractors;
- Provide a project superintendent on a full-time basis for the duration of the project;
- Provide and maintain a schedule of values; submit pay applications on a monthly basis;
- Schedule and conduct weekly owner-architect-contractor (OAC) meetings;
- Provide client with the post construction services, including maintenance training, and warranty inspections for the project;
- Shop drawing review;
- Permitting and inspections as required;
- City of Alamo Heights building department interface;
- Quality assurance and quality control; and
- Proactive safety program.

1.3 Project Budget

The maximum budget for all project components is \$2 million.

1.4 Project Timeline

- January 2026 – City Council approval of selected Vendor
- Late January/Early February 2026 – Contract execution & project deployment kickoff
- Early February 2026 – Groundbreaking
- May 2026 – Substantial completion

2 Vendor Proposal Logistics

This document and all attachments and exhibits referenced within comprise a Request for Proposal (RFP) for general construction services for the Alamo Heights Pool Pocket Park. **All documents can be found at CIVCASTUSA.com (Project ID: 2025_2534_01).**

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.

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	October 22, 2025
2	Last day to submit questions about the RFP	November 14, 2025
3	Final Q & A addendum posted	November 19, 2025
5	RFP Response due no later than 2:00 PM CST (Extensions will not be granted)	December 4, 2025 No later than 2:00 PM CST
6	Notification of shortlisted Vendors (if required)	December 2025
7	Onsite Vendor presentations (if required)	December 2025
8	Vendor Selection, PO, and contracting	December 2025
9	Obtain City Council Approval & Contract Execution	January 2026

2.2 Questions

Questions related to this RFP must be emailed to Phil Laney, Assistant City Manager, at planey@alamoheightstx.gov. Questions must be submitted by the date listed in Table 1. Please include “Alamo Heights – Pool Pocket Park RFP Question” in the email subject line. Respondents are specifically barred from contacting any other City officials or 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 December 4, 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. All late RFP responses will be rejected and returned to respondents. 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 December 4, 2025 to planey@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 – Alamo Heights Pool Pocket Park Construction". Hard copies must be delivered by **Thursday, December 4, 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 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. **General Contractor Profile, Proposed Team and Experience** that provides organizational chart and resumes for key project positions including pre-construction, project management, site superintendent and project engineers. Include relevant experience and role description.
3. **Organization History and Experience** that provides a brief history of bidder and provides examples of similar scope, scale, and level of detail. Please provide client references for three (3) of the projects included. The format of the proposed bid should follow the provided template (***Exhibit III – Pricing Workbook***). Please categorize hard costs in the following categories:
 - 01 Sitework
 - 02 Utilities
 - 03 Fence & Gates
 - 04 Pavilion
 - 05 Restrooms in Existing Building
 - 06 Landscape, Irrigation, Hardscape & Decking
 - 07 Play Features & Equipment

- 08 Fixed Seating
- 09 Lighting

Please categorize soft costs in the following categories:

- General Conditions
- General Requirements
- Builders Risk
- General Liability
- General Contractor (GC) Fee
- Material Escalation
- Design Contingency

Please note the following items will be carried by the Owner:

- Tree Preservation/Mitigation
- Low Voltage (Security) Design & Installation
- COAH Permitting & Impact Fees
- Design Fees
- Geotechnical report & survey
- Movable Furniture

4. **Pre-Construction Services** that include a fixed fee for pre-construction services. This fee is to include all indirect, direct, traceable costs, overhead, profit, etc. It is to be a lump-sum fee by category above. Respondents shall also provide hourly rates for extended contract time under pre-construction services should it be necessary.
5. **General Contractor (GC) Fee** that provides the GC Fee structure for GC services during the project construction phase, including as much detail as possible for items included in the general conditions. During the construction phase, the GC shall manage the construction, provide and pay for all materials, tools, equipment, labor, professional and non-professional services and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the work as required by the contract documents. The GC shall be responsible for performing work defined in the contract documents as well as those services defined in "Project Scope and Services" of this RFP. All other work and subcontracts will be competitively bid as previously identified and awarded by the GC.

6. **General Conditions** that provide an overall estimate for the project's general conditions by category. This cost is to include direct personal expenses of on-site general contractor staff, materials, labor, equipment, and reimbursable expenses.

2.5 Fee Proposals Shall Read as Follows:

- A. Fixed Fee for Pre-Construction Services: \$_____
- B. Fee for General Contracting Services: _____%
- C. Estimated General Conditions: \$_____

2.6 Evaluation and Scoring of Proposals

Alamo Heights is conducting a best value, guaranteed maximum price procurement based on competitive proposals. Proposal will be evaluated by the Alamo Heights team based on the criteria in Table 2.

Table 2: Evaluation Criteria

#	Criteria	Points
1	Project Cost	50
2	Relevant Qualifications & Experience	35
3	Project Team	15

The highest scoring Vendors will be eligible for additional evaluation subject to the approval of Alamo Heights. **A proposal deemed to be not responsive, in the opinion of Alamo Heights, will not be evaluated. Alamo Heights 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 for this project. Alamo Heights reserves the right to consider items such as safety record, references, previous performance, delivery time or a criterion specific to this project which the City considers weighted. If the awarded respondent is unable to meet the requirements of the City, services may be awarded to the next best available respondent and continue until a respondent is found that can complete the requirements of the City.**

2.7 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.

2.8 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.

2.9 Performance and Payment Bonds

The Vendor selected via this RFP will be required to comply with state law and provide a performance and payment bond in an amount not less than 100% of the awarded contract amount associated with the Alamo Heights Pool Pocket Park construction. If Vendor is not going to utilize any subcontractors, payment bond will not be necessary for this project.

The performance bond shall be on the form in **Section 10** of this document.

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

2.10 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.

2.11 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 Insurance and Indemnification

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.

The selected Vendor shall agree to the following indemnification language:

The contractor agrees to indemnify, hold harmless and defend the City of Alamo Heights, its officers, agents and employees, both past and present, from and against any and all liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

4 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.

5 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. 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.

6 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.

7 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.

8 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.

9 Exhibits

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

1. Exhibit I – Design Package & 100% Construction Document (CD)
2. Exhibit II – Geotechnical Engineering Report
3. Exhibit III – Pricing Workbook

Exhibit information can be located at CIVCASTUSA.COM (Project ID: 2025_2534_01).

10 Performance Bond

Contractor as Principal Name: Mailing address (principal place of business):	Surety Name: Mailing address (principal place of business): Physical address (principal place of business): Telephone (Main): Telephone (Claims): Surety's state of incorporation:
Owner Name: City of Alamo Heights 6116 Broadway Alamo Heights, TX 78209	Contract Project name and number: Alamo Heights Pool Pocket Park Construction RFP
Contract Price: Effective Date of Contract:	By submitting this bond, Surety affirms that it is licensed to provide and execute this bond and authorized to do business in Texas. Local Agent for Surety Name: Mailing address (principal place of business): Telephone (Main):
Bond Bond Amount: 100 percent of Contract Price Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract)	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.

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: _____ <i>(Attach Power of Attorney and place surety seal below)</i>
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11 Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity. 		
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.