



**HARRIS COUNTY**  
**APPRAISAL DISTRICT**

***Harris County***  
***Houston, Texas***

***BID DOCUMENTS***  
***BID NUMBER 2016-07***

**REQUEST FOR COMPETITIVE  
SEALED PROPOSALS**

***GIS PARCEL FABRIC MIGRATION TECHNICAL  
SERVICES FOR THE  
HARRIS COUNTY APPRAISAL DISTRICT  
13013 NORTHWEST FREEWAY  
HOUSTON, TEXAS 77040***

***Issued: August 17, 2016***

## **CALENDAR OF EVENTS**

<b>Target Date</b>	<b>Day</b>	<b>Event</b>
August 19, 2016 vendors	Friday	RFP distributed to prospective
August 19, 2016	Friday	First Advertisement of the RFP
August 26, 2016	Friday	Second advertisement of the RFP
September 20, 2016	Tuesday	RFP responses due date (no later than 10:00 a.m.)
September 20, 2016	Tuesday	Public Opening and Reading of RFP's
	Time: 10:30 a.m. Location: Harris County Appraisal District 13013 Northwest Freeway, Seventh Floor Houston, Texas 77040 Please call 713-957-7401 for directions	
October 19, 2016	Wednesday	Board of Directors consideration of contract award

## **I. INVITATION**

The Harris County Appraisal District is accepting sealed bids on a contract for parcel fabric migration services as specified in this document.

## **II. SUBMISSION OF BID AND FORMAT**

a. Bid documents must be submitted in duplicate and physically received no later than 10:00 a.m. on Tuesday, September 20, 2016, in the Purchasing Office of the District. Bid documents may be mailed, but must be physically received in the Purchasing Office by the required date and time.

### **PHYSICAL ADDRESS**

Attn: Tammy Argento  
Purchasing Manager  
Harris County Appraisal District  
13013 Northwest Freeway  
Houston, Texas 77040

### **MAILING ADDRESS**

Attn: Tammy Argento  
Purchasing Manager  
Harris County Appraisal District  
P O Box 920975  
Houston TX 77292-0975

b. The statement "**BID #2016-07 ENCLOSED**" must be indicated on all bid packages. If a bid is not adequately identified, it will be opened to establish identification and will be processed as any other bid. However, this results in an unsealed bid and violates the integrity of purpose for the sealed bid procedure. Consequently, bidders are urged to make certain the envelope is adequately identified.

c. Bids not physically received in the Purchasing Office by the required date and time, as evidenced by the Purchasing Office date and time stamp, will be returned unopened provided the bidder's envelope is properly identified with the return address. If the bidder's envelope is not properly identified it will be opened to identify the proposer and/or obtain the address before it is returned.

d. All bid documents timely received will be taken to the 7th floor board room for a public opening and reading at 10:30 a.m. on Tuesday, September 20, 2016. Any general questions pertaining to this bid should be directed to Tammy Argento, Purchasing Manager, (713) 957-7401.

e. All bids are subject to the General Conditions and Requirements as stated in this document. The District reserves the right to reject any or all bids or accept the bid deemed most advantageous to the District. A contract will be awarded subject to the approval of the District Board of Directors.

**FAILURE TO COMPLY WITH THESE  
GENERAL CONDITIONS AND SPECIFICATIONS  
CONTAINED HEREIN  
MAY RESULT IN BID BEING DISQUALIFIED**

## GENERAL CONDITIONS OF BIDDING

### I. BIDDING

- a. All bids must be on forms provided in this request and must be written in ink, or by printer. Pencil quotations will not be considered.
- b. Bids must be manually signed in ink by an authorized officer of the company and acknowledged by a Notary Public.
- c. All bids must show the full name of firm proposing, with the name printed in ink.
- d. Withdrawing a bid is permissible if such request is received, from the proposer, by the Purchasing Office prior to the bid opening date and time. All such requests must be in ink, manually signed in ink by a responsible officer or employee of the firm, and title of the officer or employee must be shown.
- e. Any erasure or alteration of figures may invalidate the bid on the item on which the erasure or alteration is made.
- f. Bidders are invited to be present at the opening of bids.
- g. Bids transmitted by facsimile, or otherwise electronically, are not acceptable.
- h. The District retains the right to contact any or all bidders after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
- i. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract.

### II. EVALUATION CRITERIA

The District will evaluate and rank the proposals then award the contract to the bidder that provides the best value to the District. In determining the best value for the District, the Chief Appraiser or the Chief Appraiser's designee, whether one or more persons, will consider the following criteria and attribute the below weighted percentages to each:

(1) Bidder's proposed price	40%
(2) Bidder's experience and reputation	20%
(3) Quality of bidder's services	10%
(4) Bidder's estimated duration of project	10%
(5) Bidder's proposed personnel skill sets	10%

(6) Impact on the ability of the District to comply with rules relating to historically underutilized businesses	5%
(7) Bidder's past relationship with the District	5%

**III. AWARD**

The contract will be awarded to the bidder who provides goods or services at the best value for the District.

The contract will be awarded to the responsible bidder whose bid is determined to be the most advantageous to the District considering the relative importance of price and the other evaluation factors listed above.

**IV. BID DEPOSIT**

No bid deposit or bond is required.

**V. PRICING**

All prices quoted in the proposal must be firm for the term of agreement.

**VI. TAXES**

The Harris County Appraisal District is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax.

**PAYMENT**

- a. Payment will be made on completed purchases, which are cleared by the last working day of the month.
- b. Partial payments will be made on purchase orders. However, contact must be made with the chief financial officer before the end of the month that the vendor wishes to receive payment on items delivered. Otherwise, payment will be made on completion of the purchase order.
- c. Payments (complete or partial) will be mailed no later than the fourth Friday of the following month.
- d. The District's obligations will be payable solely from funds appropriated in the District's budget for the year in which such obligations may be due and payable. In the event that no funds or insufficient funds are appropriated for payment of obligations the contract shall be terminated without liability to the District, its officers, agents, or employees.
- e. All packing lists, invoices, etc. must reference **BID #2016-07**, and the applicable purchase order number.

All invoices should be submitted to the following address:

Attn: Accounts Payable  
Harris County Appraisal District  
P. O. Box 920975  
Houston, TX 77292-0975

## **VII. PATENTS**

The bidder agrees to indemnify and save harmless the District, the purchasing agent, and its assistants from all suits and actions of every nature and description brought against them of any of them, for on account of the use of patented appliances, products or processes and it shall pay royalties and charges which are legal and equitable.

## **VIII. INDEMNIFICATION**

Bidder shall defend, indemnify, and hold harmless the District, and its officers, and employees, against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any contract with bidder resulting from this request for bid.

## **IX. CONFLICTS OF INTEREST**

The bidder that is awarded the contract will be required to submit the following forms:

- 1) In accordance with Chapter 176 of the Texas Local Government Code, bidders shall complete Conflict of Interest Questionnaire Form CIQ (Appendix A).
- 2) In accordance with Section 2252.908 of the Texas Government Code, the bidder shall submit a Certificate of Interested Parties (Form 1295, [www.ethics.state.tx.us](http://www.ethics.state.tx.us)<<http://www.ethics.state.tx.us>> )

## **X. SEVERABILITY**

If any section, subsection, paragraph, sentence, phrase, or work in this request for proposal shall be held invalid, such holding shall not affect the remaining portions of this request for proposal and it is hereby declared that such remaining portions would have been included in this request for proposal as though the invalid portion had been omitted.

## **XI. CONDITIONS PART OF BID**

The General Conditions of Bid defined herein shall be a part of the attached bid.

## SPECIFICATIONS OF BID

### GIS History/background:

To date, HCAD has implemented three eras of GIS systems that date back into the late 1980s. Each GIS software system has a unique data model, editing tools and workflows:

- "**System 9**" (1989-1995) era data with segmented curves, no COGO DIM field attributes. Source is hand drawn map manuscripts, pieced together and digitized.
- "**Early Esri**" Pre-9.3 (Coverages-Librarian-ArcStorm)(1995-2004) era data with segmented curves and COGO DIM field attributes; annotation was not feature linked. Source is COGO entered legal documents.
- "**Current Esri**" post-9.3 (2005-current) era data with true curves and COGO DIM field attributes with feature linked annotation. Source is COGO entered legal documents.

Roughly the ratio for Harris County's approximate 1,400,000 GIS parcel polygons: 70% "System 9" era data, 15% "Early Esri" era data and 15% for "Current Esri" era data.

HCAD completed a rubber sheeting project in 2003-2004 to match the parcel map to digital aerial ortho photo imagery, as the technology and hardware became available in the market place. The rubber sheeting was done using the "**Early Esri**" pre-9.3 technology. Note that the "**Current Esri**" edited parcels have good geometry that is not rubber sheeted. Parcels edited in "**Early Esri**" era will have a portion that are rubber sheeted, and a portion (about a year of edits) with non-rubber sheeted geometry. All of the "**System 9**" era edited parcels all have been rubber sheeted. A parcel geodatabase will be provided to bidders with the HCAD GIS eras populated.

### Project:

HCAD is seeking migration services to enhance the way in which the GIS is maintained and architected at HCAD within the Esri platform. Migrate "**Current Esri**" HCAD parcel geodatabase into the Esri Parcel Fabric Local Government Information Model (LGIM) geodatabase.

Migration to the land records data model will be limited to parcel and subdivision features including condominiums (stacked parcels) and related annotation. Road right-of-way features will be created post-migration using automated processes. Easement features will not be migrated into the land records data model. Field name mapping is described below in Section A, Table 1.

Annotation data will be migrated "as is" to a standalone feature class in the new land records database. Annotation will not be migrated into the land records data model. HCAD "**Current Esri**" geodatabase has over 7.5 million annotations with over 4.5 million of them being parcel dimensions. HCAD has a portion of the Dimension field values that were populated during the "**Early Esri**" COGO and "**Current Esri**" COGO eras. The goal of HCAD is to migrate from the unsustainable annotation approach to dynamic labelling through the Dimension Task.

HCAD will provide a Geodatabase of the latest feature classes for the "**Current Esri**" HCAD Parcel database to all bidders via FTP download.

Due to the number of parcels that are in the HCAD database, HCAD will have to split the District into 14 sections of approximately 100k parcels, primarily based on school district boundaries or subsets of school boundaries. Since HCAD parcel update production will have to continue during the migration, HCAD will not make updates to sections that are checked out to the vendor until returned, QA/QC'd, accepted and loaded into the HCAD Parcel Fabric geodatabase.

HCAD plans to use the Esri DataReviewer for the QA/QC process that leads to final acceptance of delivered work. HCAD expects to coordinate with the vendor awarded the contract to align QA/QC methods with the goal in mind of reducing rejections and turnaround time.

The work will be proposed using the following tasks:

**A. Parcels Task**

- Initial data scrub and line/poly topology and preparation
- Extract stacked parcels (Condos, Undivided Interest, Agriculture, Pure) to move to TaxParcelCondo related table
- Linestring and densified arc processing and cleanup
- Road frontage delineation and assignment
- Polygon recreation from processed lines
- Staging and loading into parcel fabric

**B. Dimensions Task**

- Initial processing using HCAD scripts (post staging-HCAD will perform this task of driving Dimension values for annotation that are near parcel lines into the parcel line attribute table with a values that are within less than or equal to 1% of the measured line length).
- Post-Migration Merge Courses and dimension transferring (from Annotation to Dimension field) using a Custom Anno Transfer tool as provided. The estimate is that 55% of the 4,500k will be matched and the remaining 2,000k will need to be transferred by the vendor using the Anno Transfer Tool.

**C. Merging of Datasets Task**

- Merging of no more than 14 datasets based on school district boundaries or subset of school district boundaries, each with 100,000+ parcels.

**D. Training Task**

- Seven (7) business days of onsite parcel fabric maintenance training (~14 staff members).
- Six (6) business days of follow-up onsite parcel fabric maintenance training in two 3-day visits.
- Parcel Fabric workflow support provides 32 hours for remote support on parcel fabric maintenance.

**E. Control Points Task**

- Examine 14,257 plats and copy 1-4 pairs of x, y coordinates from ~8,746 digital plats into a spreadsheet. Plat examples will be provided to bidders.
- Convert x,y spreadsheet to control points and load into parcel fabric and QC the points
- Create Parcel Fabric Plans and relate control points to parcels.

**F. Attribute Management Task**



- Create Plans from subdivisions and associate parcels with plans, and relate control points to parcel corners. Plan Least Squared Adjustment is not required as a part of this task. HCAD will make adjustments at a future date.
- Acreage annotation transfer to Stated Area field

**Section A, Table 1**

<b>Abstract</b>					<b>Note</b>	
<i>Fields</i>	<b>Abstract Name</b>	<i>Goes to</i>	<b>Name</b>		These fields will be combined in label expression	
	<b>Abstract Number</b>	<i>Goes to</i>	Custom Field	<b>Abs_Num</b>		
	<b>Volume</b>	<i>Goes to</i>	Custom Field	<b>Volume</b>		
	<b>Page</b>	<i>Goes to</i>	Custom Field	<b>Page</b>		
<b>Acreage</b>						
<i>Fields</i>	<b>TextString</b>	<i>Goes to</i>	Custom Field	<b>Acreage</b>	In Tax Parcel	
<b>Parcel</b>						
<i>Fields</i>	<b>Condo Flag</b>	<i>Goes to</i>	Custom Field	<b>Condo_Flag</b>	In Tax Parcel	
<b>Sub and History</b>					Note	
<i>Fields</i>	<b>Sub_Name</b>	<i>Goes to</i>	<b>Name</b>		Combine Name Fields in Sub Layer	
	<b>Vol_Page</b>	<i>Goes to</i>	Custom Field	<b>Vol_Page</b>	In Sub or Condo	
	<b>RECNUM</b>	<i>Goes to</i>	Custom Field	<b>RECNUM</b>		
	<b>Clerk_ID</b>	<i>Goes to</i>	Custom Field	<b>Deed_Num</b>		
	<b>Beg_Page</b>	<i>Goes to</i>	Custom Field	<b>Beg_Page</b>		
	<b>End_Page</b>	<i>Goes to</i>	Custom Field	<b>End_Page</b>		
	<b>Section</b>	<i>Goes to</i>	Custom Field	<b>Section</b>		
	<b>Year_Created</b>	<i>Goes to</i>	Custom Field	<b>Tax_Year</b>		

**BID RESPONSE SHEET 1 OF 12**

**Similar Projects.** Within the past five years, the undersigned bidder has performed the following three projects that are similar to this project:

1. Project No. 1

Name of organization: \_\_\_\_\_

Type of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Total number of parcels migrated into the parcel fabric: \_\_\_\_\_

Duration of project work: \_\_\_\_\_

Name of primary contact: \_\_\_\_\_

Telephone number and email address of primary contact: \_\_\_\_\_

\_\_\_\_\_

2. Project No. 2

Name of organization: \_\_\_\_\_

Type of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Total number of parcels migrated into the parcel fabric: \_\_\_\_\_

Duration of project work: \_\_\_\_\_

Name of primary contact: \_\_\_\_\_

Telephone number and email address of primary contact: \_\_\_\_\_

\_\_\_\_\_

**BID RESPONSE SHEET 2 OF 12**

Project No. 3

Name of organization: \_\_\_\_\_

Type of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Total number of parcels migrated into the parcel fabric: \_\_\_\_\_

Duration of project work: \_\_\_\_\_

Name of primary contact: \_\_\_\_\_

Telephone number and email address of primary contact: \_\_\_\_\_

\_\_\_\_\_

**Current On-Going Projects.** The undersigned bidder has attached a list of each project that it is performing at the time of the request using the format below:

Name of organization: \_\_\_\_\_

Type of project: \_\_\_\_\_

Anticipated completion date: \_\_\_\_\_

Name of primary contact: \_\_\_\_\_

Telephone number and email address of primary contact: \_\_\_\_\_

\_\_\_\_\_

**BID RESPONSE SHEET 3 OF 12**

**Staffing for this Project**

Using the following format:

- List of company staff totals by each major skill set
- List of contracted resources totals by each major skill set

Skill Set \_\_\_\_\_

Staff Member	Years at Company	Years of Experience in Similar Projects	Professional/Educational Credentials
Total=	xxx	Xxx	

- For key staff assigned to this project, please add a resume for each.

Skill Set \_\_\_\_\_

Staff Member	Years at Company	Years of Experience in Similar Projects	Professional/Educational Credentials
Total=	xxx	Xxx	

- For key staff assigned to this project, please add a resume for each.

Skill Set \_\_\_\_\_

Staff Member	Years at Company	Years of Experience in Similar Projects	Professional/Educational Credentials
Total=	xxx	Xxx	

- For key staff assigned to this project, please add a resume for each.

**BID RESPONSE SHEET 4 OF 12**

**Bid Prices.** Furnish all labor, and performing all work as required in accordance with the above tasks.

Task	Task Labor in Hours	Task Cost	Notes
Parcels Task			
Dimensions Task			
Merging of Datasets Task			
Training Task			
Control Points Task			
Attribute Management Task			

Total Bid: \$ \_\_\_\_\_

Total for the project to be inclusive of all associated costs for labor and travel.

**BIDDER'S ATTACHMENTS:** Detail below all attachments, which are submitted with the Bid Form. This list will be used by the Purchasing Manager to verify contents of a bidder's sealed bid submission. Labeling bid attachments with the same titles as shown below will facilitate this process.

(NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into your sealed envelope containing the bid documents. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the bidder's name and the HCAD bid number and title, as well as the bid-opening date.)

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(If additional space is needed, please attach a separate space to continue the list.)

**BID RESPONSE SHEET 5 OF 12**

**BIDDER’S QUALIFICATIONS:**

This list is submitted in connection with the attached bid, submission of \_\_\_\_\_ (“the firm”), whose business mailing address is \_\_\_\_\_.

The firm is organized as a (check one as applicable):

Sole proprietorship whose proprietor is \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_(include the business mailing address of the proprietor or note “same” if it is the same as above).

A partnership, each of whose partners having an equity interest of ten percent or more are \_\_\_\_\_

\_\_\_\_\_include the business mailing address of each person or note “same” if it is the same as above).

A corporation, each of whose officers, each of whose directors and each of whose holders of ten percent or more of the outstanding shares of stock are \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Include the business mailing address of each person or note “same” if it is the same as above).

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**BID RESPONSE SHEET 6 OF 12**

NOTE: This list constitutes a government record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

The undersigned hereby offers to furnish and deliver the services as specified at the prices and terms herein stated and in accordance with the Request for Competitive Sealed Bid which is made a part of this offer. All pages of the HCAD form, including but not limited to the conditions of bidding are incorporated into this bid for all purposes.

**SUBMIT ORIGINAL BID ONLY, NO COPIES NECESSARY. BID MUST BE MANUALLY SIGNED IN INK (BLUE INK PREFERRED) BEFORE A NOTARY PUBLIC.**

Respectfully submitted,

Bidder: \_\_\_\_\_  
(Print or type name of bidder-company)

Federal ID Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Address (Street or P. O. Box)

\_\_\_\_\_  
City-State-Zip Code

Telephone Number: (\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_) \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public,  
State of \_\_\_\_\_

Harris County Appraisal District  
Purchasing Office  
P. O. Box 920975  
Houston, TX 77292-0975  
713-957-5214  
www/hcad.org

# Bidder Application Form

Type of Application     Initial     Revised

GTA:ADM:001(11/06)

Name of Business			
Street Address:	City	State	ZIP +4
Telephone Number (area code and number)	Fax Number (area code and number)	Website	
Mailing Address for Bid Notices/Purchase Orders	City	State	ZIP +4
Primary Contact/Account Representative	Telephone Number (area code and number)	Fax Number (area code and number)	
Email	Pager (area code and number)		
Mailing Address for Payments	City	State	ZIP +4
Billing Contact	Telephone Number (area code and number)	Fax Number (area code and number)	

Payment Terms: \_\_\_\_\_ % Discount in \_\_\_\_\_ Days or Net in \_\_\_\_\_ Days

### Legal Structure

Individual     Proprietorship     Partnership     Joint Venture     Corporation     Other

### Business Type

<input type="checkbox"/> Retail	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Services Contractor	<input type="checkbox"/> Construction Contractor
<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer's Representative	<input type="checkbox"/> Consultant/Professional	<input type="checkbox"/> Other _____

Parent Company Name	Federal Employer I. D. or Owner's Social Security Number (attach completed W9 Form)
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Location of Ownership <input type="checkbox"/> <input type="checkbox"/>	Number of Employees Your Location _____ Company-wide _____	Years in Business
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### Small Business Concern

<input type="checkbox"/> Minority Business Enterprise	<input type="checkbox"/> Women's Business Enterprise	<input type="checkbox"/> Disadvantaged Business Enterprise	<input type="checkbox"/> Historically Underutilized Enterprise	Certified by (attach copy of certification)	
				<input type="checkbox"/> State of Texas	<input type="checkbox"/> Metro
				<input type="checkbox"/> City of Houston	<input type="checkbox"/> Other
				<input type="checkbox"/> Houston Business Council	

### Property Tax Information for Business

Real Estate Account Number	Business Personal Property Account Number		
Name of Owner			
Owner's Mailing Address	City	State	Zip Code

(Continued on next page)



References (Please give contact person and telephone number)			
Government		Private Sector	
Name of Entity/Agency		Name of Company	
Contact	Telephone Number <i>(area code and number)</i>	Contact	Telephone Number <i>(area code and number)</i>
Name of Entity/Agency		Name of Company	
Contact	Telephone Number <i>(area code and number)</i>	Contact	Telephone Number <i>(area code and number)</i>
Name of Entity/Agency		Name of Company	
Contact	Telephone Number <i>(area code and number)</i>	Contact	Telephone Number <i>(area code and number)</i>
List license or permit, if required, to provide product or service.			
Name of License Holder		Type of License/Permit	License/Permit Number
_____		_____	_____
_____		_____	_____
_____		_____	_____
Certification			
I do hereby certify that the information provided on this form is true and correct.			
_____		_____	
Date		Signature of owner or agent	

Please indicate all commodity and service classes that apply to your company on the next two pages and return to:

**Harris County Appraisal District  
Purchasing Office**

**Physical Address:**  
13013 Northwest Fwy.  
Houston, TX 77040

**Telephone:**  
(713) 957-5214  
(713) 957-7401  
(713) 957-5260  
(713) 957-7418

**Mailing Address:**  
P. O. Box 920975  
Houston, TX 77292-0975

**Fax:**  
(713) 957-5208

Please indicate all commodity classes that apply to your company:

- |   |   |
|---|---|
| <input type="checkbox"/> 015 Copying machine supplies: chemicals, inks, papers, etc.  | <input type="checkbox"/> 480 Information resources - microcomputer  |
| <input type="checkbox"/> 031 Air conditioning, heating, & ventilating equipment, parts, & accessories   | <input type="checkbox"/> 481 Information resources - miscellaneous data processing equipment & supplies               |
| <input type="checkbox"/> 045 Appliances & equipment, household type   | <input type="checkbox"/> 482 Information resources - printers, printer accessories, & supplies                        |
| <input type="checkbox"/> 050 Art equipment & supplies   | <input type="checkbox"/> 483 Information resources - radio equipment & accessories                                    |
| <input type="checkbox"/> 055 Automobile & truck accessories   | <input type="checkbox"/> 484 Information resources - telecommunication equipment & accessories                        |
| <input type="checkbox"/> 060 Automobile & truck maintenance items & replacement parts   | <input type="checkbox"/> 485 Janitorial supplies, general line  |
| <input type="checkbox"/> 070 Automotive major transportation equipment  | <input type="checkbox"/> 490 Laboratory equipment & accessories   |
| <input type="checkbox"/> 080 Badges & other identification equipment & supplies   | <input type="checkbox"/> 525 Library machines & supplies  |
| <input type="checkbox"/> 125 Bookbinding supplies (library only)  | <input type="checkbox"/> 555 Marking devices  |
| <input type="checkbox"/> 145 Brushes (not otherwise classified)   | <input type="checkbox"/> 560 Material handling equipment & allied items   |
| <input type="checkbox"/> 165 Cafeteria & kitchen equipment, commercial  | <input type="checkbox"/> 575 Microfiche, microfilm, & other records management equipment & supplies                   |
| <input type="checkbox"/> 195 Clocks, timers, & equipment  | <input type="checkbox"/> 578 Miscellaneous (not itemized in other classes)  |
| <input type="checkbox"/> 200 Clothing & apparel   | <input type="checkbox"/> 600 Office machines, equipment, & accessories  |
| <input type="checkbox"/> 220 Controlling, indicating, & recording instruments & supplies  | <input type="checkbox"/> 605 Office mechanical aide, small machines & apparatus                                       |
| <input type="checkbox"/> 225 Coolers, drinking water  | <input type="checkbox"/> 610 Office supplies, carbon paper & ribbon, all types  |
| <input type="checkbox"/> 255 Decals   | <input type="checkbox"/> 615 Office supplies (not otherwise classified)   |
| <input type="checkbox"/> 280 Electrical cables & wires (not electronic)   | <input type="checkbox"/> 620 Office supplies; erasers, inks, leads, pens, etc.  |
| <input type="checkbox"/> 285 Electrical equipment & supplies (except cables & wires)  | <input type="checkbox"/> 625 Optical equipment & supplies   |
| <input type="checkbox"/> 287 Electronic components, miscellaneous electronic equipment, replacement parts, & accessories  | <input type="checkbox"/> 630 Paint, protective coatings, varnish, wallpaper, etc.                                     |
| <input type="checkbox"/> 305 Engineering equipment, surveying equipment, drawing instruments, and supplies  | <input type="checkbox"/> 640 Paper & plastic products, disposable   |
| <input type="checkbox"/> 310 Envelopes  | <input type="checkbox"/> 645 Paper (for office & print shop use)  |
| <input type="checkbox"/> 317 Equipment rental/lease (without operator)  | <input type="checkbox"/> 655 Photographic equipment & supplies  |
| <input type="checkbox"/> 320 Fasteners & supplies   | <input type="checkbox"/> 695 Printing & silk screening  |
| <input type="checkbox"/> 340 Fire protection equipment & supplies   | <input type="checkbox"/> 700 Printing plant equipment & supplies (except paper)                                       |
| <input type="checkbox"/> 345 First aid & safety equipment & supplies  | <input type="checkbox"/> 712 Photocopier purchase   |
| <input type="checkbox"/> 350 Flags, flag poles, banners & accessories   | <input type="checkbox"/> 713 Photocopier rental/lease   |
| <input type="checkbox"/> 360 Floor covering   | <input type="checkbox"/> 714 Photocopier rental/lease renewal   |
| <input type="checkbox"/> 365 Floor maintenance machines, parts & accessories  | <input type="checkbox"/> 715 Publication & audiovisual materials  |
| <input type="checkbox"/> 395 Forms, continuous (computer paper) & snap-out  | <input type="checkbox"/> 730 Radios, television, & electronic testing, measuring, & analyzing equipment & accessories |
| <input type="checkbox"/> 405 Fuel, oil, grease, & lubricants  | <input type="checkbox"/> 735 Rags, shop towels, & wiping clothes  |
| <input type="checkbox"/> 420 Furniture, non-office  | <input type="checkbox"/> 780 Scales & weighing apparatus  |
| <input type="checkbox"/> 425 Furniture, office  | <input type="checkbox"/> 785 School & higher education equipment & supplies   |
| <input type="checkbox"/> 445 Hand tools (not otherwise classified)  | <input type="checkbox"/> 788 Security & fire alarm systems & supplies   |
| <input type="checkbox"/> 450 Hardware, shelf hardware, & allied items   | <input type="checkbox"/> 803 Sound systems, components & accessories  |
| <input type="checkbox"/> 477 Information resources - bar code & optical code character readers & printers, scanners, etc.   | <input type="checkbox"/> 832 Tape, adhesive   |
| <input type="checkbox"/> 478 Information resources - controllers, direct access storage devices, front end processors, geographic information systems, imaging systems, mainframe central processing units, and accessories | <input type="checkbox"/> 840 Television equipment & accessories   |
|   | <input type="checkbox"/> 863 Tires and tubes  |
|   | <input type="checkbox"/> 870 Window coverings   |
|   | <input type="checkbox"/> 880 Visual education equipment & supplies  |

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Please Indicate all service classes that apply to your company:

- |       |        |   |       |        |   |
|-------|--------|---|-------|--------|---|
| _____ | 905    | Aircraft operations   | _____ | 946-48 | Financial advisory services   |
| _____ | 905-05 | Aerial photography  | _____ | 946-54 | Installment purchase financing  |
| _____ | 905-20 | Charters, aircraft (including helicopters)  | _____ | 946-56 | Investment management services  |
| _____ | 906    | Architect, engineer, & other professional design services   | _____ | 946-57 | Insurance services  |
| _____ | 910    | Building maintenance & repair: acoustics, carpet, exterior cleaning, insulating, tiling, & related items                                | _____ | 946-61 | Inventory services  |
| _____ | 915    | Communications & media-related services   | _____ | 946-70 | Land surveyors accreditation consulting services                                      |
| _____ | 920    | Data processing services & software   | _____ | 956    | Library services  |
| _____ | 924    | Educational services  | _____ | 961    | Miscellaneous professional services   |
| _____ | 929    | Equipment maintenance, reconditioning, & repair services; automotive, heavy industrial  | _____ | 961-15 | Concessions, catering & vending services  |
| _____ | 929-18 | Automotive transportation equipment   | _____ | 961-17 | Construction management services  |
| _____ | 929-58 | Material handling equipment   | _____ | 961-19 | Conservation & resource management services   |
| _____ | 931    | Equipment maintenance, reconditioning, & repair services: appliance, cafeteria, furniture   | _____ | 961-20 | Consulting services (not otherwise classified)  |
| _____ | 931-07 | Appliances & equipment, household   | _____ | 961-21 | Consulting, specification development   |
| _____ | 931-30 | Cafeteria & kitchen equipment, commercial   | _____ | 961-27 | Drug testing services   |
| _____ | 931-42 | Furniture installation & reconfiguration services (including systems Furniture)   | _____ | 961-28 | Employee recruitment services   |
| _____ | 931-46 | Furniture, office (including refinishing, upholstering, & reupholstering)   | _____ | 961-30 | Employment training & job assistance services   |
| _____ | 931-53 | Lighting fixtures   | _____ | 961-31 | Energy conservation administrative services   |
| _____ | 936    | Equipment maintenance, reconditioning, & repair services: general equipment   | _____ | 961-32 | Environmental impact studies  |
| _____ | 936-08 | Air compressors & accessories   | _____ | 961-34 | Feasibility studies   |
| _____ | 936-10 | Air conditioning, heating, & ventilating equipment  | _____ | 961-44 | Insurance management & administrative services  |
| _____ | 936-12 | Alarm equipment   | _____ | 961-50 | Legal services  |
| _____ | 936-15 | Binder equipment  | _____ | 961-52 | Management administrative consulting services   |
| _____ | 936-25 | Electrical equipment (except cable, wires, & lighting)  | _____ | 961-57 | Property management services  |
| _____ | 936-33 | Fire protection systems   | _____ | 961-68 | Title & escrow services   |
| _____ | 936-41 | Hand tools  | _____ | 961-75 | Translation services  |
| _____ | 936-43 | Hardware equipment, shelf type  | _____ | 962    | Miscellaneous services  |
| _____ | 936-52 | Mailroom equipment  | _____ | 962-10 | Auctioneer services, miscellaneous surplus property                                   |
| _____ | 936-60 | Printing plant equipment  | _____ | 962-11 | Auctioneer services, vehicles   |
| _____ | 936-84 | Towers: radar, radio, etc.  | _____ | 962-13 | Automotive washing, waxing, & polishing services                                      |
| _____ | 936-89 | Venetian blinds, draperies, & upholstery  | _____ | 962-14 | Blue printing services: blue prints, blue line, large engineering reproductions, etc. |
| _____ | 938    | Equipment maintenance, reconditioning, & repair services: laboratory & testing equipment  | _____ | 962-16 | Bottled water services  |
| _____ | 939    | Equipment maintenance, reconditioning, & repair services: computer, office, photographic, radio/television, & word processing equipment | _____ | 962-23 | Coffee services   |
| _____ | 939-15 | Calculating machines  | _____ | 962-24 | Courier/delivery services   |
| _____ | 939-21 | Computers & computer equipment  | _____ | 962-40 | Hazardous materials services  |
| _____ | 939-27 | Copying machines  | _____ | 962-50 | Lubrication & oil change services   |
| _____ | 939-35 | Dictating machines  | _____ | 962-55 | Membership dues & fees services   |
| _____ | 939-42 | Intercom & other sound equipment  | _____ | 962-70 | Recycling services  |
| _____ | 929-48 | Library machines  | _____ | 962-71 | Registration dues & fees services   |
| _____ | 939-54 | Microfilm & microfiche equipment  | _____ | 962-75 | Ribbons re-inking services  |
| _____ | 939-61 | Optical disk equipment  | _____ | 962-78 | Sewing & alteration services  |
| _____ | 939-66 | Photographic equipment  | _____ | 962-83 | Tire mounting & balancing services  |
| _____ | 939-68 | Radio equipment (including facsimile transceivers)  | _____ | 962-85 | Tire maintenance & repair services  |
| _____ | 939-72 | Telecommunication & telephone equipment   | _____ | 962-87 | Travel services, local  |
| _____ | 939-74 | Telephone, radio, & telecommunication test equipment  | _____ | 962-88 | Travel services, non-local  |
| _____ | 939-84 | Television & video equipment & accessories  | _____ | 962-91 | Utility services: electrical, natural gas, telephone, etc.                            |
| _____ | 939-87 | Typewriters   | _____ | 962-93 | Vending machine services  |
| _____ | 946    | Financial & accountancy services  | _____ | 962-95 | Warehousing & storage services  |
| _____ | 946-06 | Accountancy regulatory consulting services  | _____ | 964    | Personnel, temporary (employment agency services)                                     |
| _____ | 946-08 | Accountancy regulatory data collection/analysis services  | _____ | 964-30 | Data entry personnel  |
| _____ | 946-12 | Actuarial service & retirement planning   | _____ | 964-55 | Industrial workers  |
| _____ | 946-13 | Appraisal services, aircraft  | _____ | 964-60 | Land surveyors  |
| _____ | 946-14 | Appraisal services, artwork & paintings   | _____ | 964-78 | Secretarial & clerical personnel  |
| _____ | 946-15 | Appraisal services, historical sites  | _____ | 967    | Professional personnel (not otherwise classified)                                     |
| _____ | 946-16 | Appraisal services, museum antiques   | _____ | 968    | Public works, construction, & related services  |
| _____ | 946-17 | Appraisal services, real estate   | _____ | 971    | Real property rental & lease  |
| _____ | 946-18 | Appraisal services (not otherwise classified)   | _____ | 990    | Security, fire, & safety services   |
| _____ | 946-20 | Auditing services   | _____ | 992    | Testing & calibration services  |
| _____ | 946-30 | Cash, securities, & bonding services  |       |        |   |
| _____ | 946-35 | Credit card, & charge card services   |       |        |   |
| _____ | 946-36 | Credit investigating & reporting services   |       |        |   |

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## STANDARD TERMS AND CONDITIONS

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The Harris County Appraisal District's (hereinafter referred to as "District") count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid: The District agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the District shall have the right to designate what method of transportation shall be used to ship the goods. All orders are for inside delivery to destination. No C.O.D. will be accepted.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify the District of his intention to cure and may then make a conforming tender within the contract time but not afterward. Goods rejected as a result of inferior quality will be returned to Seller with charge for transportation both ways, and are not to be replaced except upon receipt of written instructions from the District.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".
7. **INVOICES AND PAYMENTS:**
  - a. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized, and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to:  
ATTN ACCOUNTS PAYABLE  
HARRIS COUNTY APPRAISAL DISTRICT  
P O BOX 920975  
HOUSTON TX 77292-0975  
Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the District advised of any changes in your remittance addresses.
  - b. The District's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by the District.
  - c. Do not include Federal Excise, State or City Sales Tax. District shall furnish tax exemption certificate, if required.
8. **GRATUITIES:** The District may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY PRICE:**
  - a. The price to be paid by the District shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, District may cancel this contract without liability to Seller for breach or Seller's actual expense.
  - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
11. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY:** Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.
13. **NO WARRANTY BY DISTRICT AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the District be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this agreement. If the District does not receive notice and is subsequently held liable for the infringement or the like, Seller will save the District harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION:** The District shall have the right to inspect the goods at delivery before accepting them, notwithstanding prior payment to obtain cash discount.
15. **CANCELLATION:** The District shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.
16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the District in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the District set forth in Clause 15, herein.
17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.  
  
The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the District. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
20. **MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
21. **INTERPRETATION PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
22. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
23. **ADVERTISING:** Seller shall not advertise or publish, without the District's prior consent, the fact that District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
25. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Harris County, Texas.
26. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.

Vernon's Texas Codes Annotated, Local Government Code, Chapter 171

**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.