



**CITY OF KELLER, TEXAS
EXTERMINATION/PEST CONTROL SERVICES
REQUEST FOR PROPOSAL
RFP #23-016**

RFP's Due: Thursday, March 30, 2023, 2:00 PM

**ATTN: Karla Parker
1100 Bear Creek Pkwy
Keller, TX 76248**

OR

**P O Box 770
Keller, TX 76244-0770**

OR

Email: kparker@cityofkeller.com

SPECIFICATIONS

SCOPE:

Pest control services shall include, but is not limited to, elimination of the following pests: ants, spiders, crickets, roaches, silverfish, scorpions, mice, rats, fleas, ticks and similar pests. **Service must include controlling of pests on the outdoor grounds of the buildings (including, but not limited to patios, eves of building, sidewalks, lawns and building perimeter).**

QUALITY ASSURANCE: The grounds will be inspected after each treatment by the appropriate City representative to insure compliance with the specifications.

SCHEDULE OF SERVICES: Services will include treatment of all facilities listed herein on a once a month basis, at a minimum. Problem areas will be attended as needed during the interim at no additional cost to the City. Special attention is to be given to areas as identified.

CONTRACT AGREEMENT: The successful proposer agrees to maintain and assure the facilities as listed herein to remain pest free according to the schedule of services. All work performed in fulfilling the requirements of this contract will be accomplished by competent personnel utilizing the highest professional exterminating/pest control methods and following procedures, supervision, material equipment and supplies/chemicals as herein stated in this specification.

SAFETY: The successful proposer/representative's responsibility is the protection of all site facilities, personnel and City customers. Successful proposer must comply with the U.S. Department of Labor Occupational Safety and Health Hazard Communication 1910.1200 for use of chemicals. The successful proposer shall supply the City with copies of Safety Data Sheets showing complete chemical breakdown of all chemicals being used within ten (10) days after notification of award. The City reserves the right to require the successful proposer to discontinue the use of chemicals or request a change of chemicals at any time.

NOTE: Proposers shall offer the City two (2) monthly costs per buildings:

- A. Monthly Cost per Building when services are performed between the hours of 8:00 a.m. to 5:00 p.m.; and
- B. Monthly Cost per Building when services are performed after 5:00 p.m.

**USE THIS FORM ONLY
PROPOSAL SHEET
EXTERMINATION/PEST CONTROL**

Item No.	Name and Address of Facility	No. of Stories	Square Footage	Mo. Cost Per Bldg. 8:00-5:00	Mo. Cost Per Bldg. After 5:00 pm
1.	<p>Keller Police Department** 330 Rufe Snow Keller, Texas 76248 Kathy Huckabee (817) 743-4502 Areas Requiring Special Attention: Monthly: Spray all areas; special attention for fleas and ticks in the Animal Control Office; sally port, ants for entire area **This includes Animal Control & Jail</p>	1	42,000	\$ _____	\$ _____
2.	<p>Keller Public Library 640 Johnson Road Keller, Texas 76248 Contact: Liz Pixley (817) 743-4821 Areas Requiring Special Attention: Monthly: Spray all areas; special attention for ants, crickets and mice.</p>	1	22,000	\$ _____	\$ _____
3.	<p>Keller Town Hall 1100 Bear Creek Parkway Keller, Texas 76248 Contact Rob Campbell (817) 743-4008 Areas Requiring Special Attention: Monthly: Spray all areas; special attention to perimeter of building (mice & rat baits, entry ways, Restrooms and break rooms (kitchens) for insects and mice</p>	2	53,544	\$ _____	\$ _____
4.	<p>Keller Senior Citizens Building 640 Johnson Road,, Building C Keller, Texas 76248 Contact: Crystal Lopez (817) 743-4371 Areas Requiring Special Attention: Monthly: Spray all areas; special attention for spiders, ants and mice</p>	1	21,000	\$ _____	\$ _____
5.	<p>Library Annex/Friends Bookstore 640 Johnson Road. Building B Keller, Texas 76248 Contact: Liz Pixley (817) 743-4821 Areas Requiring Special Attention: Monthly: Spray all areas, special attention for spiders, ants and mice</p>	1	4,362	\$ _____	\$ _____

THIS PAGE MUST BE COMPLETED OR THE RFP MAY BE REJECTED

6. Keller Municipal Service Center 2** 34,836 \$_____ \$_____
- 151 Bear Creek Parkway West
Keller, Texas 76248
Contact: Toni Flores (817) 743-4206
Areas Requiring Special Attention:
Monthly: Spray all areas; special attention for ants and mice
**Administration building is one story; warehouse has two levels.
7. Keller Fire Station #2 1** 10,570 \$_____ \$_____
- 737 Keller Smithfield N
Keller, Texas 76248
Contact: Angela Tormoehlen (817) 743-4402
Areas Requiring Special Attention:
Monthly: Spray all areas; special attention to snakes, mice, birds, spiders and ants
**This includes two separate buildings
8. Keller Fire Station #3 1 5,570 \$_____ \$_____
- 1500 Rufe Snow Drive
Keller, Texas 76248
Contact: Angela Tormoehlen (817) 743-4402
Areas Requiring Special Attention:
Monthly: Spray all areas; special attention to mice, birds, spiders and ants
9. Keller Fire Station #1 1 11,100 \$_____ \$_____
- 455 Keller Smithfield Road
Keller, TX 76248
Contact: Angela Tormoehlen (817) 743-4402
Areas Requiring Special Attention:
Monthly: Spray all areas; special attention to mice, birds, spiders and ants
10. The Keller Pointe 2 59,626** \$_____ \$_____
- 405 Rufe Snow
Keller, Texas 76248
Contact: Javier Lopez (817) 743-4305
Areas Requiring Special Attention:
Monthly: Spray all areas; special attention to snakes, mice, birds, spiders, ants and roaches (including water roaches)
**This square footage includes 350 square feet for the outdoor pump room.

THIS PAGE MUST BE COMPLETED OR THE RFP MAY BE REJECTED

11. Keller Sports Park Concession Stands (4 Total)
265 Golden Triangle Blvd. 1 5,200 \$_____ \$_____
Keller, Texas 76248
Contact: Noe Rosales (817) 743-4257
Areas Requiring Special Attention:
Monthly: Spray all areas: special attention to snakes, mice, birds, spiders and ants

TOTAL BASE RFP \$_____ \$_____

THIS PAGE MUST BE COMPLETED OR THE RFP MAY BE REJECTED

**IT IS THE INTENT OF THE CITY OF KELLER TO HIRE
EXTERMINATION/PEST CONTROL SERVICES FOR SOME OR ALL OF THE
AREAS LISTED ABOVE.**

The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items bid on, F.O.B. Keller, Texas, at the unit prices quoted therein after notice of RFP award.

Company Name: _____

Telephone Number: _____

Fax Number: _____

Address: _____

Signature: _____

Print: _____

Title: _____

Date: _____

**OFFICIAL SIGNATURE PAGE
(MUST BE SIGNED OR RFP MAY BE REJECTED)**

INSTRUCTION TO PROPOSERS

1. The RFP award shall be based on, but not necessarily limited to, the following:
 - a. Total Price
 - b. Special needs and requirements of the City
 - c. Results of reference checks
 - d. Proposer's past performance record with the City
 - e. City's evaluation of the Proposer's ability to perform
2. The City of Keller may make such investigations as it deems necessary to determine the ability of the proposer to provide satisfactory performance in accordance with specifications, and the proposers shall furnish to the City all such information and data for this purpose as the City may request.
3. The City of Keller provides for a grievance procedure for proposers relating to specifications, terms, conditions, and instructions. Proposers with questions relating to the above matters are to contact Karla Parker, Sr. Purchasing Agent (817) 743-4030 or Pamela McGee, Assistant Finance Director, (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the RFP request to be acceptable to all proposers in all respects.
4. **Proposers are to bid on all items as specified. RFP's will be awarded to one proposer based on the total RFP.**
5. **The contract period will begin May 27 2023 through, May 26, 2024. Prices must not exceed the RFP amount for the entire contract period.** The contract may be extended by mutual agreement of both parties for three (3) additional one (1) year periods with prices remaining firm for the entire contract.

RENEWAL OPTIONS:

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for three (3) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the proposer shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates must be in force for the full period of the option. If the updated documents are not submitted by the proposer in complete form within the time specified, the City will rescind its option and seek a new RFP solicitation.

If the primary contractor elects not to exercise the option(s) to renew for the additional three (3) one (1) year periods, the next low proposer for that section will be offered the opportunity to accept the award at the same prices and discounts given in

the original RFP submitted by that proposer. If both the primary contractor and the next low proposer for any section elect not to renew or accept award of the contract, the contract will be re-bid. The City of Keller reserves the right to re-bid the entire contract if the pricing of the next low proposer appears to be excessive.

6. The contract may be canceled by either party upon thirty (30) days written notification. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful proposer is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying proposer.
7. Any exceptions or alternates to the RFP are to be clearly indicated on the page entitled, "**EXCEPTIONS/ALTERNATES TO RFP**".
8. Proposers are to provide three references where similar services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area.

1. Name of Company _____
Address of Company _____

Contact Person _____
E-mail _____
Telephone Number including area code _____

2. Name of Company _____
Address of Company _____

Contact Person _____
E-mail _____
Telephone Number including area code _____

3. Name of Company _____
Address of Company _____

Contact Person _____
E-mail _____
Telephone Number including area code _____

9. **SAFETY DATA SHEETS (SDS)**

If required, Proposal shall include a SDS for each product quoted, if applicable.

10. **CERTIFICATES OF INSURANCE**

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Sr. Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

11. **COMPREHENSIVE GENERAL LIABILITY**

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor’s employees or damage to property of the City of Keller and Keller Town Center Property Owner Association or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

**Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence**

12. **COMPREHENSIVE AUTOMOBILE LIABILITY**

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

**Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence**

13. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

The contractor shall provide all workers' compensation insurance for its employees as required by law.

14. **INDEMNIFICATION**

For consideration included in the RFP price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City of Keller, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

15. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

16. WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

17. DEBARMENT

By submitting a RFP, the proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

18. BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

19. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

20. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

21. **CONFLICT OF INTEREST QUESTIONNAIRE**

Effective January 1, 2006, House Bill 914 requires any proposer that wishes to conduct business or to be considered for business with any political subdivision, to complete a “conflict of interest” questionnaire (attached). Please complete the attached questionnaire and return with the RFP specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

22. **INDEPENDENT CONTRACT**

The successful proposer who is awarded the contract shall be considered an independent contractor for all purposes. The City is interested in the end product of the contract and not details for how work is done.

**USE THIS FORM ONLY
EXCEPTIONS/ ALTERNATES TO PROPOSAL**

All exceptions to proposal must be defined in the space below including item number where applicable:

Proposer acknowledges that by submitting the proposal contained herein, proposer makes an offer which, if accepted within a reasonable period of time in whole or in part, by the City of Keller, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Keller.

DATE: _____

SIGNATURE: _____

PRINT: _____

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE NUMBER: _____

ANY QUESTIONS concerning this Proposal should be directed to: Karla Parker, Sr. Purchasing Agent (817) 743-4030.

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a proposal for this project, I am aware of the insurance requirements outlined in these specifications (Number 10-13). If I am awarded the RFP, I will comply with all insurance requirements within 10 working days of the RFP award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies.

Signature

Printed name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

Telephone Number: _____ Date: _____

THIS PAGE MUST BE COMPLETED OR THE RFP MAY BE REJECTED

**CITY OF KELLER
STATEMENT OF NO PROPOSAL**

Extermination/Pest Control Services

RFP #23-016

If proposer is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Sr. Purchasing Agent, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** _____

Signature: _____

**The above has declined to submit a PROPOSAL response for the following reason(s):
(Please check one or all that apply)**

____ **Specification too “restrictive”, i.e., goods offered by our company do not meet stated specifications.**

____ **Specifications unclear (please explain).**

____ **We do not offer this commodity and/or service or an equivalent.**

____ **Insufficient time to respond to the PROPOSAL.**

____ **Our schedule would not permit us to perform.**

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DEB) are encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of proposal procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

**State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872**

OR

**North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606**

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ **FAX NO.** _____

INDICATE ALL THAT APPLY:

_____ **Minority-Owned Business Enterprise**
_____ **Women-Owned Business Enterprise**
_____ **Disadvantaged Business Enterprise**

****THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED****

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="text-align: center;">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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: center;">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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>	

****THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED****

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.