

# **INSTRUCTIONS**

## **GENERAL CONDITIONS**

**AND** 

# **SPECIFICATIONS**

**FOR** 

# REQUEST FOR PROPOSAL FOR WRITTEN FIRE PROMOTIONAL EXAMS

RFP# 12-024

**OPENING DATE:** 

THURSDAY, JULY 26, 2012

11:00AM

#### PROPOSAL OF BIDDERS

The following bid/RFP is made for furnishing the materials/services for the city of Carrollton, Texas. The terms bid and Request For Proposal are interchangeable in this document.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are 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 on, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

# Written Fire Promotional Exams RFP #12-024

No bids may be faxed to: 972-466-3175

Respectfully Submitted,

PLEASE PROVIDE A COF W-9	Y OF YOUR CO	OMPANYS				
		SIGN	ATURE			
		DATE	2			
PRINTED NAME		TITLE	E			
COMPANY NAME		CONTACT PER	SON (Must hav	ve knowledge of Bid)		
BILLING ADDRESS	STREET		CITY	STATE	ZIP	
MAILING ADDRESS	STREET		CITY	STATE	ZIP	
PHONE NUMBER (metro/toll free)		FAX NUMBER	E	-MAIL ADDRESS		
HUB Vendor Status	YES	(attach certification)	NO			
HUB VENDORS: HUB vendors (woman. If you are classified as a certification. If you would like to rehttp://www.statutes.legis.state.tx.	HUB vendor and have ead the Texas bid sta	ve certification to prove t atute which references H	his, please res	spond below and atta	ch a copy of your	
		f a "Bid" or "No Bid" bidde e.: we do not sell the require			e give a specific	

#### NOTICE TO BIDDERS

Request for Proposal responses will be received by the city of Carrollton, Carrollton, Texas, at the office of Vince Priolo, Purchasing Manager, City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 or **via email**, until the hour 11:00 AM on the 26<sup>th</sup> day of July, 2012 at which time bids duly delivered and submitted will be considered for supplying the following. See next page for email directions:

# REQUEST FOR PROPOSAL #12-024 FOR WRITTEN FIRE PROMOTIONAL EXAMS

Any proposal received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Manager, the bidder shall be responsible for actual delivery of the bid to the Purchasing Manager before the advertised date and hour for opening of bids. If mail is delayed by the postal service, courier service, an ISP – internet service provider or in the internal mail system of the city of Carrollton beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Questions concerning the bid specifications may be submitted in writing to Chrystal Davis, Workforce Services Manager at <a href="mailto:chrystal.davis@cityofcarrollton.com">chrystal.davis@cityofcarrollton.com</a>.

**Information on the bid process/procedures** may be obtained from Vince C. Priolo, Purchasing Manager at (972) 466-3115 or <a href="mailto:vince.priolo@cityofcarrollton.com">vince.priolo@cityofcarrollton.com</a>.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The city of Carrollton Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for bid openings, please contact the Purchasing Office 48 hours in advance at (972) 466-3105.

City of Carrollton, Texas

Vine Part

Vince C. Priolo Purchasing Manager

**Publication Dates:** Wednesday, July 11, 2012

&

Wednesday, July 18, 2012

Closing Date: Thursday, July 26, 2012 @ 11:00 AM

#### **GENERAL CONDITIONS**

#### **ADDENDA**

**It is the responsibility of the vendor to check for addenda.** Addenda will be posted to the City's website: www.cityofcarrollton.com/purchasing

#### **ANNUAL CONTRACT FUNDING**

The city operates on a fiscal year that ends on September 30<sup>th</sup>. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

#### **ASSIGNMENT OF BID/CONTRACT**

The successful bidder may not assign their rights and duties under and award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

#### **BID CONSIDERATION / TABULATION**

After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidders' goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidder's past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the bidder's goods or services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

#### **BID SUBMISSION**

Bids may be submitted in person, electronically or by mail. If submitting electronically, you <u>MUST</u> follow the steps listed below.

- To submit a bid electronically, all documents must be returned and a digital signature provided on the proposal to bidders form. As an alternative to the digital signature, the bid may be sent electronically and the proposal to bidders form may be faxed to 972-466-3175. This form is the only page that will be accepted via fax.
- Submit bids via email to bids@cityofcarrollton.com
- Submit bids via mail to PO Box 110535, Carrollton, TX 75011-0535
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.

#### **BRAND NAMES**

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

#### **CANCELLATION OF BIDS**

Bids may be cancelled with 30 days written notice with good cause.

#### **CHANGES OR ALTERATIONS**

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. *Changes made with out submission of a written request to this bid will result in disqualification.* 

#### **COMPLETING INFORMATION**

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

#### **CONTRACT CLAUSE**

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded only if replaced with a more extensive contract that is agreed to by both parties.

#### **DEFAULT**

In case of default of the successful bidder, the city of Carrollton may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

#### **DELIVERY**

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

#### **DELIVERY DATE**

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

#### **INDEMNIFICATION**

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

#### **INSURANCE**

Deductibles, of any type, are the responsibility of the vendor/contractor

#### **MISCELLANEOUS**

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the bid.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Carrollton. As such, the city of Carrollton has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30<sup>th</sup>. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

#### **PAYMENT TERMS & CONDITIONS**

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

#### PROVISIONAL CLAUSES

The city of Carrollton will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

#### REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

#### **REQUEST FOR NON-CONSIDERATION**

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

#### **SALES TAX**

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

#### **NOTE:**

Responders must submit two copies of their proposal in some bound fashion or in a 3-ring binder if paper copies are submitted. Please mark one as "Original". A completed copy of this RFP must be included in your submission.

# City of Carrollton, Texas Request for Proposal #12-0204 for Written Fire Promotional Examinations

#### **Background:**

The City of Carrollton, Texas has requested a proposal for the preparation of written promotional examinations for the Fire Department. The City of Carrollton is subject to the provisions of Chapter 143 of the Texas Local Government Code, Municipal Civil Service. Chapter 143 provides for the administration and grading of promotional examinations as well as providing for an appeals process to resolve disputes over the accuracy and validity of specific questions. The language of Chapter 143 mandates the use of multiple-choice questions, with the average test being comprised of 100 questions.

#### **Process:**

Each examination will be written and customized to meet the City's exacting specifications. The City may select as many or as few source materials for the examination as they may so desire. Source materials may include, but shall not be limited to, fire service publications; management and leadership texts; and the City/Department's rules, regulations, standard operating procedures and civil service rules. The City may select and/or omit specific chapters or sections from source materials that are not applicable to the City or the Fire Department's mode of operation.

Each section of the examination is prefaced by a set of written instructions, which identifies the source of the questions and advises the test taker to select answer choices based solely upon the text contained in that source (illustrations, charts, graphs & diagrams are not to be used as sources for questions). On the answer key, each question will be followed by a citation of the source of the question. The test taker copy of the exam is prefaced by the set of written instructions identifying the source however they are not followed by a citation of the source question

#### **Example:**

**Test** 

**Instructions** 

Questions 1 through 15 were taken from Grant, N. K. and Hoover, D. H. (1994). <u>Fire Service Administration</u>. Quincy, MA: National Fire Protection Association. Your answers to questions 1 through 15 should be based solely upon the text contained in this source.

#### **Example:**

#### **Answer Key**

<u>C</u> 1. Which of the following answer choices is associated with a leader rather than a manager?

- A. They accomplish and conduct
- B The answer how
- C. They are concerned with effectiveness
- D. They are concerned with efficiency
- E. They have responsibility

Source: Chapter Two, p 17 (this is only available on the answer key copy, it is left off of the test taker copy)

The City will review a draft of each examination before the preparation of the final copy and may make corrections and suggest changes in the content of the examination. It is suggested that the test writer prepare a few extra questions for each source material to use as a replacement if any questions appear to pose a risk for appeal.

#### **Proposal:**

If selected, the consultant proposes to furnish the following items to the City of Carrollton:

- ❖ One (1) electronic copy of each promotional examination. Unless directed otherwise, each examination shall consist of 100 multiple-choice questions to be taken from the list of source materials chosen by the City.
- One (1) electronic copy of the answer key for each examination.
- ❖ The tests must be prepared using ®Word.

Upon receipt of payment, the examinations will become the property of the City of Carrollton and may be reproduced and used as often as the City so desires. The only exception is that the City may not offer the examination for resale.

In the event that the validity of a question is appealed, the Consultant will provide a written response to the Civil Service Commission defending the validity of the question within 3 (three) business days of receipt of the appeal information.

## **Expectations of Test Writer:**

The City expects that a test writer will provide an advance review of the exam to the designated staff via email (3 weeks prior to the exam). The test writer will take City staff/SME feedback and incorporate changes as necessary. The test writer will send (via email) a final copy of the test and an answer key (with the book name, author, page number(s) and the correct answer all specified) at least 3 business days prior to the scheduled written exam. The test writer will prepare a written response to appeals on our form within 3 business days of receipt. The test writer will remove appealed questions (regardless of outcome) from future promotional exams. The test writer will prepare 100% new questions the first year of new materials and will prepare 50% new questions the 2<sup>nd</sup> year of the study materials, replacing questions from each source evenly (so some new questions appear for each study material source). It is typical that appeals will be received for every test written but rarely are more than 4 questions appealed. The advance review and revision of questions based on SME feedback has proven to help drive down the number of appeals received.

#### **Expectations of the City:**

If selected to prepare one or more written promotional examinations, the consultant will need to obtain the following items from the City:

- ❖ A tentative testing schedule for the 2 year period with the first exam of the two year period typically occurring in January.
- ❖ A complete list of source materials for each examination, to include the author, title, edition, and publisher of each source as well as the chapters or sections to be used and/or omitted.
- ❖ The consultant maintains an extensive library of source material and will furnish copies of items that are commercially available. The City will, however, be required to furnish copies of rules, regulations, SOPs, map books, and other items that are unique to the City/Department.
- ❖ The City will be required to specify the number of questions to be taken from each source as well as how many new questions will be written in the 2<sup>nd</sup> year of the same source materials (typically the first year of new source materials 100 new questions are written, the 2<sup>nd</sup> year only 50 new questions are added, making use of 50 previous year questions and 50 new questions).
- The City may furnish a copy of the job description, if available, for each rank tested.

#### Fees:

Please insert your calculation of fees associated with the test writing. Also, please insert any calculation of any additional services below. If you are proposing one additional 2-year period, under the same terms and conditions, please provide a cost projection for the second, 2-year period.

Example 1: Suppose that the City originally purchased four examinations at \$13.50 per question, and then wished to revise the examination for Driver/Operator by substituting a new source and replacing 25% of the original questions. The price of the revised examination would be \$375 ( $\$15.00 \times 25 = \$375.00$ ).

<u>Example 2</u>: The City originally purchased four 100-question examinations for four different ranks at \$2500 per test. The four second-year tests consist of 50 new questions and 50 existing questions from the original 100-question exam and the price for the revised examinations would be \$1250 per test. Appeal responses are billed at \$100/question appealed regardless of the number of appellants for the same question.

#### **Client List:**

The consultant has prepared entrance and/or promotional examinations for the following Texas fire departments: Please specify in your response.

#### Disclaimer:

The Consultant does not have any interest, relationship, or financial dealings with any person, firm, or government agency located in Carrollton, Texas. The Consultant agrees to fully comply with all applicable local, state, and federal laws related to the conduct of the scope of this work.

#### **Request For Proposal Analysis:**

This RFP will be graded using the following review criteria:

- Price will be 40% of the consideration
- Meeting all of the specifications in the document & prior/current Texas Civil Service city experience = 40%
- References will be 20% of the consideration

#### **Exceptions:**

Any and all exceptions to the specifications listed in this document must be clearly noted in your response. Failure to note any exceptions will indicate to the City that your company will meet all specifications spelled out in this Request For Proposal Insurance:

The Consultant maintains \$1,000,000.00 in Professional Liability Insurance, Worker's Compensation Insurance, and \$1,000,000.00 in Commercial General Liability Insurance. Proof of insurance will be provided when so required by the County.

#### **Other Insurance Provisions**

- 1. The City be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
- 2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10 days notice is required.
- 3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
- 4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
- 5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Vince Priolo
Purchasing Division
City of Carrollton
P. O. Box 110535
Carrollton, Texas 75011-0535

6. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

#### **Cancellation Policy must read as follows:**

"Should any of the above described polices be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days written notice to the certificate holder named to the left."

#### INSURANCE REQUIREMENT AFFIDAVIT

# TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT. THE PURPOSE OF THIS FORM IS TO HAVE YOUR INSURANCE AGENT VERIFY THAT YOU WILL MEET THE INSURANCE REQUIREMENTS LISTED ABOVE IF YOU ARE AWARDED THIS BID.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Carrollton, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

Agent Signature		Printed Name			
Name of Insurance Carrier					
Address of Agency		City	State	Zip	
Phone #	Fax #	Email Address			
Vendor / Contractor Name					
Acknowledgement					
Subscribed ad Sworn before	e me by the above na	amed			
On this day of		, 2012	2.		
(seal)					
		Notary Publi	c in and for the Stat	e of	

#### NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Ebonie Williams, City of Carrollton Purchasing, at 972-466-3133.

# **REFERENCES**

Please list a minimum of three references of governments, individuals or companies that have used your services:

COMPANY NAME OR CONTACT PERSON			
STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE NUM	BER
PRODUCTS/SERVICES USED			
COMPANY NAME OR CONTACT PERSON			
STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE NUM	BER
PRODUCTS/SERVICES USED			
COMPANY NAME OR CONTACT PERSON			
STREET ADDRESS	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE NUMBER	
PRODUCTS/SERVICES USED			

### CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the 7<sup>th</sup> business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

- 1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
- 2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Carrollton** requires that this Questionnaire be completed and turned in with your bid. If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

# CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ** For vendor or other person doing business with local governmental entity This questionnaire is being filed in accordance with chapter 176 of OFFICE USE ONLY the Local Government Code by a person doing business with the Date Received governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An Offense under this section is a Class C misdemeanor. 1 Name of person doing business with local governmental entity. 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) 3 Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

# **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ Page 2

# For vendor or other person doing business with local governmental entity

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only				
if the answer to A, B, or C is YES.				
This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.				
A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?				
Yes No				
B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?				
Yes No				
C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves As an officer or director, or holds an ownership of 10 percent or more?				
Yes No				
D. Describe each affiliation or business relationship.				
Signature of person doing business with the governmental entity  Date				