



**CITY OF FREEPORT, TEXAS  
REQUEST FOR PROPOSALS  
CITY HALL GENERATOR**

**Freeport City Hall  
1201 N Avenue H  
Freeport, Texas 77541  
COMPETITIVE SEALED RFP # 2025-07**

**DEADLINE:  
FRIDAY, MAY 16, 2025 BY 10 A.M.**

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## **INTRODUCTION**

### **A. Request for Proposals**

The City of Freeport (the “City”) is requesting proposals for a qualified firm or team of firms, hereinafter referred to as “Consultant/Contractor”, to install a critical facility generator with automatic transfer switch at the City Hall building.

The City of Freeport will procure services in accordance with the requirements of the TDEM terms and conditions of the award agreement. The Consultant/Contractor will be selected according to the proposed amount.

### **B. Responses to the RFP**

Responses to the RFP (“proposals”) must be submitted in the manner prescribed herein and must be received by the City Secretary prior to the time and date specified below. It is the firm’s responsibility to ensure that the proposal is actually delivered to the City Secretary by the submission deadline. The mere fact that the proposal was dispatched will not be a consideration. At a minimum, the proposal must be valid for a period of a minimum of 90-days from the submission deadline.

Alterations or corrections may be provided before the submission deadline but must be initialed by the respondent as a guarantee of authenticity. Submittals may not be altered or amended after the submission deadline.

The City reserves the right to make any additional inquiries deemed necessary for the evaluation of the proposal and/or to investigate the firm’s qualifications. Respondents shall be obligated to furnish any additional information requested by the City.

### **C. Questions**

To request a copy of the RFP or for questions related to the City’s purchasing process, contact Ashlee Hurst, Finance Director, at 979-871-0112, or via email at [ahurst@freeporttx.gov](mailto:ahurst@freeporttx.gov)

To submit technical questions related to this RFP, contact Rudy Ragle, Public Works Director, at 979-233-3526, or via email at [rragle@freeporttx.gov](mailto:rragle@freeporttx.gov)

#### **D. Submissions**

Respondents are required to submit four (4) original proposals. Responses must be completed and submitted as described in this RFP and must be returned in a sealed envelope bearing the name and address of the respondent. *Incomplete responses or responses received after the submission deadline will not be considered under any circumstances.* The right to accept any proposal, or to reject any or all proposals and/or to waive all formalities is hereby reserved by the City Council of the City of Freeport, TX. Sealed proposals will be accepted until **2:00 p.m. on May 9, 2025 and should be addressed as follows:**

**City of Freeport  
Attention: Clarisa Fernandez, City Secretary  
1201 North Avenue H  
Freeport, TX 77541  
RFP #2025-07 – City Hall Generator**

Proposals received after the submission deadline will be considered void and unacceptable and will be returned unopened to the respondent. The City is not responsible for the lateness of the proposal by the mail or delivery service provider. The time/date stamp of the City Secretary shall be the official time of receipt.

## **TIMELINE**

The *tentative* schedule of this RFP is as follows:

Friday	April 11, 2025	Release RFP on website
Wednesday newspaper	April 16, 2025	First of two bid advertisements in <i>(The Facts)</i>
Wednesday newspaper	April 23, 2025	Second of two bid advertisements in <i>(The Facts)</i>
Friday	May 9, 2025	Deadline for questions
<b>Friday</b>	<b>May 16, 2025</b>	<b>Proposal submission deadline</b>
Monday	June 2, 2025	Anticipated City Council award of contract*

\* The City retains the option of inviting any one or more firms to make an oral presentation to City staff prior to City Council consideration for award of the contract.

The City may request the firm being awarded the contract to be present at the City Council meeting at which the contract will be awarded.

## **GENERAL TERMS AND CONDITIONS**

### **A. Reimbursements**

There is no express or implied obligations for the City to reimburse respondents for any expenses incurred in preparing a proposal in response to this RFP. The City will not reimburse respondents for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **B. Addenda**

If it becomes necessary to change the published RFP documents, all the foregoing terms and conditions and all performance requirements will also apply to the published addenda. All published addenda must be signed and included with the proposal as acknowledgement of the addenda. Any changes will be provided to all known and interested firms simultaneously; however, the firm is responsible for obtaining all published addenda from the City. The City assumes no responsibility for the firm's failure to obtain and/or properly submit addenda. Failure to acknowledge and submit addenda may be cause for the proposal to be rejected. The City's decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda will be final.

### **C. Certification**

By submitting a proposal, the firm certifies knowledge and understanding of the scope, quantity, and quality of services to be provided in response to this RFP. A Certification Form is included with this RFP and must be completed and returned as part of the proposal. Failure to submit a signed Certification Form by the submission deadline may result in the proposal being rejected as incomplete.

### **D. Reservations**

The City reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with any qualified firms, or to cancel, in whole or in part, this RFP if it is found to be in the best interest of the City. The City also reserves the right to request additional information and/or clarification of any information submitted as part of the proposal.

This RFP does not commit the City to award a contract, to pay any costs associated with the preparation of the proposal, or to contract for services. All proposals shall become the property of the City of Freeport.

The City shall conduct reference checks as necessary to evaluate any proposal. The City may contact references listed in the proposal, but may also contact any other company or individual that can provide information to assist in the evaluation of the qualifications and capability of the firm.

**E. Disclosure**

At the public opening, there will be no disclosure of contents to the respondents, and all proposals will be kept confidential during the evaluation and negotiation process. Except for confidential information the firm identifies as proprietary, all proposals will be available for

**F. Award of the Contract**

Award of the contract shall be based on demonstrated competence and qualifications using established criteria to evaluate the proposals. The evaluation criteria and proportional value of each are described in this RFP. Professional fees are not the primary consideration in the evaluation process, however, pricing is included as part of the evaluation criteria. Professional fees may not exceed any maximum amounts provided by state law.

Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers.

A completed CIQ Form, herein Attachment A, is required with each response.

Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.

[https://www.ethics.state.tx.uswhatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.uswhatsnew/elf_info_form1295.htm)

**G. Insurance**

The firm shall agree to maintain and, upon request, provide evidence of coverage (e.g., Certificate of Insurance) for the following: general liability, automobile liability, works compensation, and professional liability.

## **SPECIFIC TERMS AND CONDITIONS**

- A.** This RFP and the contents of the successful proposal shall become part of any subsequent contractual document related to these professional auditing services. In the event of a discrepancy between the RFP and the proposal, the RFP shall rule. Any contract modifications necessitated during the term of the contract shall be in writing and subject to approval of the City Council.
- B.** The City may terminate this contract at any time upon 60-days written notice. The firm shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the firm fails to fulfill its obligations under this contract, or if the firm violates any of the terms and conditions of this contract, the City has the right to terminate this contract upon five (5) days written notice.

No term or provision of this contract shall be construed to relieve the firm of liability to the City for damages sustained by the City because of any breach of contract. The City may withhold payments to the firm until the exact amount of damages due the City is determined and paid.

- C.** Should there be a change in the firm's ownership or management, the contract may be canceled at the option of the City unless a mutual agreement is reached with the new owner or manager to continue the contract pursuant to the existing contract terms, conditions and pricing.
- D.** Payments shall be made in accordance with the contracted fee schedule.
- E.** This contract shall be governed in all respects by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazoria County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.
- F.** No public official or City employee shall enter into a contract on behalf of the City which violates Local Government Code, Chapter 171 – Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and Certain Other Local Governments. Contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinances, and all applicable State and Federal Statutes.

## **GENERAL INFORMATION**

The City of Freeport recently received a TDEM Mitigation grant to install a critical facility generator with automatic transfer switch at the City Hall building. Other proposed work is included in the awarded grant.

The bid will be awarded to the contractor that submits a competent and qualified response with pricing that aligns with the budget of the awarded grant.

The period of performance for the project is through August 18, 2025.

## **SCOPE OF WORK**

It is the City's intent to award a contract to the one firm that offers the most advantages to the City for the City Hall Generator.

The City of Freeport invites qualified firms to submit proposals to the outlined scope of work including the following components:

1. Prepping the concrete pad for the generator
2. Installation of a 350 kW generator mounted outdoors with weatherproof enclosure on a 4" structural slab.
3. Security fencing with a lockable gate installed around the generator with bollards on 4' centers in traffic areas.
4. Installation of gas piping and electrical modifications.

## **GENERAL PROJECT REQUIREMENTS**

1. The successful Consultant/Contractor shall comply with all applicable federal, state and local laws and regulations. Funding for this project is provided through the Texas Division of Emergency Management (TDEM) sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4586, Texas Severe Winter Storms. The Consultant/Contractor must take into account compliance with all regulations applicable to the HMGP Program, and will also be subject to the Terms and Conditions of the TDEM grant.
2. Respondents to this RFP/RFQ will represent a firm, company or team possessing experience and expertise in installations of permanent, fixed generators, and the professional standards thereof, to undertake and successfully complete the scope of work as outlined in this RFP.
3. Disadvantaged Business Enterprises/Minority Business Enterprises/Women Business Enterprises are encouraged to apply. The City of Freeport is an equal opportunity employer.

## **OTHER PROVISIONS**

### **A. Assistance Provided by City Staff**

The Public Works Director, staff members of the City, and other responsible management personnel shall be available during the engagement to assist the firm by providing information, documentation, and explanations.

The City shall provide necessary accommodations during field work including workspace, access to office equipment, policy information and limited inquiry access to the City's systems, if needed.

## **EVALUATION**

### **A. Evaluation Criteria**

The following provides the relevant evaluation criteria:

- Knowledge of generator installations in Texas
- Experience with TDEM/HMGP grant compliance
- Project management capability
- Staff qualifications and firm credentials
- Competitive fees

### **B. Application Review**

The proposals will be reviewed and evaluated by City staff which may include the Public Works Director, City Secretary, Finance Director and City Manager.

Based on these reviews and evaluations, City staff will forward a recommendation to the City Council, which will make the final selection.

As part of the evaluation process, the City may invite any one or all firms to make an oral presentation to City staff to answer questions about the firm and the proposal. This presentation would be handled prior to the final staff recommendation.

**CERTIFICATION**

Respondents are required to include the following signed certification with the proposal as referenced above.

**Certification Form**

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on \_\_\_\_\_, 2025.

Firm: \_\_\_\_\_ TIN: \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Delivery Address: \_\_\_\_\_

\_\_\_\_\_

**END OF REQUEST**

**CITY OF FREEPORT  
REQUEST FOR PROPOSAL # 2025-07  
City Hall Generator**

The City of Freeport (the “City”) is requesting proposals for a qualified firm or team of firms, hereinafter referred to as “Consultant/Contractor”, to install a critical facility generator with automatic transfer switch at the City Hall building. Other proposed work is included in the awarded grant.

**The deadline for submission of proposals is 10 a.m. Friday, May 16, 2025.** . It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Bids received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Freeport reserves the right to negotiate with any and all persons or firms submitting timely bids.

All bids submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words “City of Freeport, Attention: City Secretary, Bid# 2025-07 – City Hall Generator”, and must contain the name of the company submitting the Bid.

Bids will be publicly opened and read at the Freeport City Hall located at 1201 North Avenue H, Freeport, Texas 77541 on Friday, May 16, 2025 at 10:00 a.m.

RFP documents may be downloaded from the City of Freeport’s website at [freeport.tx.us/page/public\\_notices](http://freeport.tx.us/page/public_notices) or obtained in person at Freeport City Hall, 1201 North Avenue H, Freeport, Texas 77541.

Vendors may submit bids for any or all activities.

The City of Freeport will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts. Bids shall be valid for a period of sixty (60) days from the date they are opened.

The City of Freeport is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit bids.

1<sup>st</sup> Advertisement: The Facts, Wednesday, April 16,2025

2<sup>nd</sup> Advertisement: The Facts, Wednesday, April 23, 2025

For inquiries regarding this RFP, please contact Ashlee Hurst, Finance Director by phone, 979-871-0112, or email, [ahurst@freeporttx.gov](mailto:ahurst@freeporttx.gov) The deadline for inquiries is Friday, May 9, 2025 at 5:00 p.m.

## INSTRUCTIONS TO BIDDERS

**READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL RFP'S AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RFP'S SUBMITTED AND ANY AGREEMENT ENTERED SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING QUALIFICATIONS.**

### **1. RFP, PREPARATION AND SUBMITTAL**

Bidders must utilize the required Forms and must submit the original and four (4) copies of the sealed RFP to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the Bidder being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasers are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Forms. No oral, telegraphic, telephonic, e-mailed or facsimile Proposals will be considered. All Proposals must be submitted in a sealed envelope. Bidders must provide all documentation required with the RFP response. Failure to provide this information may result in rejection of Proposals.

### **2. SUBMISSION**

Responses must be received at the City of Freeport- City Hall, City Secretary's Office, 1201 North Avenue H, Freeport, TX 77541, no later than 10:00 a.m., Friday, May 16, 2025. In the interest of fairness to all bidders submitting Proposal documents and to allow for the City's timely review, Proposals received after the scheduled receipt time will not be accepted. All Proposals received become the property of the City and will not be returned. Faxed or e-mailed documents will not be accepted. A total of four (4) bound hard copies and one (1) electronic copy must be submitted in a sealed envelope labeled as "RFP# 2025-07 – City Hall Generator".

The Proposals should include the following information:

Cover Letter (one page maximum)	Phone Number
Firm Name	Email Address
Address	
City, State, Zip	Name of Project Manager
	Signature and Name of Principal with signing authority

### **3. SIGNATURES**

All Proposal responses are required to be signed by an authorized representative of the Bidder's entity. Proposal responses received unsigned will result in the Proposal being declared unresponsive to specification and may not be further evaluated.

**Terms and Agreement Duration:** it is anticipated that the duration of the agreement may be for 10 months or extended by the City. The City reserves the right to cancel any professional agreement after giving thirty (30) days written notice for unresolved issues or problems.

There will be no pre-proposal conference. Questions regarding this request should be directed in writing to:

The City Secretary, Clarisa Fernandez at [cfernandez@freeporttx.gov](mailto:cfernandez@freeporttx.gov) no later than one week before the proposal due date.

Maintaining integrity of the Proposal process is of paramount importance for the City. To this end, do not contact any members of City Council or City Staff, or other than the City Secretary, regarding the subject matter of this Proposal until selection has been made. All clarifications and interpretations shall be in writing. Any clarification or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP should be used in preparing the Proposal.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation of the Proposal and presentation of a response.

The City reserves the right to reject any and all proposals, and to waive all technicalities. The right is reserved to make award as considered to be the most advantageous to the City.

**Award:** The City reserves the right to negotiate with any and all firms that submit proposals. The engagement process is summarized as follows:

- The City will open and review submissions
- The Review Committee shall rank submissions according to the proposal criteria and prepare a recommendation to the City Council.
- The Review Committee may, at its discretion, request proposing bidders to be interviewed.
- Proposals and rankings will be submitted and recommended to the City Council for consideration at a regular scheduled City Council meeting after the scoring meeting.
- Performance Bond issued after selection of bidder
- Notice to proceed

### **3. PROPOSAL ALTERATION/WITHDRAWAL**

Proposals cannot be altered or amended after the submission deadline. The signer of the Proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before RFP opening time. RFP may be withdrawn by written request signed by the firm prior to the time fixed for opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for RFP opening. Negligence on the part of the Bidder in preparing the RFP represents no right for withdrawal after the RFP is opened. No RFP may be withdrawn for a period of sixty (60) calendar days after opening of the RFP'S.

### **4. DISQUALIFICATIONS OF BIDDERS**

The Firms may be disqualified and their RFP'S and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The Bidder being an interested party in any litigation against the City.
- Failure to use the required Forms furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the signature Form.
- Failure to properly complete the RFP Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this RFP or its award.

### **5. BASIS OF AWARD**

It is the intent of the City to award the Contract to the Bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All RFP's are subject to re-tabulation. Compliance with all RFP requirements, delivery and needs of the using department are considerations in evaluating RFP's

The City of Freeport reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any RFP. Unless stipulated in the attached RFP, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Freeport in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all RFP.

The City anticipates awarding the contract by June 2, 2025. The recommended contractor will be notified prior to Council consideration of award.

The City anticipates awarding this project to one bidder.

## 6. PROTESTS

All protests regarding the RFP solicitation process must be submitted in writing to the City within five (5) working days following the opening of the RFP's. This includes all protests relating to advertising of RFP notices, deadlines, RFP opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this RFP. Protests relating to staff recommendations may be directed to the City Manager within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

**BID SECURITY/BOND REQUIREMENTS:** a bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

### **CITY OF FREEPORT CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Freeport shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**Insurance Company Qualification:** All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

**Certificate of insurance:** A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

<b>Type of Contract</b>	<b>Type and amount of Insurance</b>
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Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
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Statutory Workers compensation insurance as required by state law	
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(If the contractor serves alcoholic beverages)	Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
------------------------------------------------	--------------------------------------------------------------------------------------------------

(If high risk or dangerous activities)	Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars
(If automobile or limousine service is involved even if volunteers)	

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.  
(If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

**Submit Insert System for Award Management (SAM) record search for company name and company principal from <https://www.sam.gov/SAM/>**

**Example:**

The screenshot shows the SAM.gov search results page. The browser address bar displays 'sam.gov/SAM/pages/public/searchRecords/searchResults.jsf'. The page header includes the SAM logo and a 'Log In' button. A navigation menu contains 'HOME', 'SEARCH RECORDS', 'DATA ACCESS', 'CHECK STATUS', 'ABOUT', and 'HELP'. An alert message states: 'ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/15/2020 from 8:00 AM to 3:00 PM'. The 'Search Results' section provides instructions on how to use the search results. Below this, the current search terms are 'City of Freeport\*'. The search results show 4 total records, with 1 result displayed. The result is for 'FREEPORT, CITY OF' with a status of 'Active'. The details for this entity are: DUNS: 102914806, CAGE Code: 617M3, Has Active Exclusion?: No, DoDAAC: , Expiration Date: 06/05/2020, Debt Subject to Offset?: No, Purpose of Registration: Federal Assistance Awards Only. A second result for 'FREEPORT, CITY OF' is partially visible below, with DUNS: 003398461 and CAGE Code: 5CLE6.



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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (BID) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid control number assigned by the Federal agency). Included prefixes, e.g., "BID-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>Type of Federal Action:</b> a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>Status of Federal Action:</b> a. bid/offer/application ____ b. initial award c. post-award	<b>Report Type:</b> a. initial filing ____ b. material change
<b>Name and Address of Reporting Entity:</b> ____ Prime      ____ Subawardee Tier____, if Known:   <b>Congressional District, if known:</b>	<b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>    <b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>	<b>Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a></b>
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>	

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT