

Exhibit "N"

MARION COUNTY, TEXAS

REQUEST FOR PROPOSAL INMATE COMMUNICATION SERVICES INCLUDING: PHONES VIDEO VISITATION MAIL COMMUNICATIONS RFP # 2026-01

I. INSTRUCTIONS

RETURN FIVE (5) COPIES OF ENTIRE PACKET AND YOUR SUBMITTAL TO:

MARION COUNTY AUDITOR'S OFFICE
102 W. AUSTIN, ROOM 102
JEFFERSON, TX 75657

The Enclosed REQUEST FOR PROPOSAL is for your convenience in submitting an offer for the enclosed referenced services for Marion County.

Sealed proposals shall be received no later than:

9:00 A.M. Monday September 28, 2026
Mark Envelope: Inmate Phone, RFP #2026-01

If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above. If response is not received for three consecutive RFPs, offeror shall be removed from the list. If however, you choose to "NO OFFER" this service and wish to remain on the list for other services, please state the particular service under which you wish to be classified.

Marion County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response any requirements of this RFP that may have influenced your decision to "NO OFFER".

Commissioners Court of Marion County, Texas is requesting sealed proposals to be received for:
Inmate Communication Service, RFP #2026-01

IT IS UNDERSTOOD THAT Marion County reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of Marion County. Receipt of any proposal shall under no circumstances obligate Marion County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted.

LATE PROPOSALS will be considered void and unacceptable. Marion County is not responsible for lateness of mail, carrier, etc., and date stamp in the County Judges Office shall be the official time of receipt.

PROPOSALS will be awarded Tuesday, October 13, 2026, giving Marion County one month to examine the proposals.

ALTERING PROPOSALS: Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

PROPOSALS WILL BE received and publicly acknowledged at the location, date, and time stated above. Offerors, their representative and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerors and kept secret during the negotiation/evaluation process.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

II. SCOPE OF WORK

A. PURPOSE

Marion County's intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified firm with extensive experience in providing Inmate Communication Services including phones, video visitation and mail delivery.

B. INFORMATION / QUESTIONS

Requests for information regarding contractual matters related to this RFP should be directed to:
Shanna Maxwell, Jail Administrator, P.O. Box 547, Jefferson, TX 75657, (903) 665-3271.

C. EVALUATION CRITERIA AND FACTORS

The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be based on the following factors:

Bidder's total proposed price

1. Offeror's proposed commission paid to County (based on gross revenue to be defined as revenue on all local and long-distance calls originating from inmate non-coin phones including calls for which payment cannot be collected from customers as well as video visitation and all related communications).
2. Cost Proposal's compliance with minimum specifications.

Bidder's Support/Service/Warranty/Qualifications

1. Financial stability
2. Qualifications/experience and references with other institutions similar in size to Marion County
3. Capability to provide responsive service and off-site technical support
4. Proposed Warranty and Maintenance Programs
5. Offeror's ability to perform (including documented history of making timely commission payments as required by these specifications).

The proposed product and services meeting Marion County's needs and requirements

1. Adhere to requirements of RFP
2. Bidder's responsibility clearly defined
3. Marion County's participation and responsibility clearly defined
4. Demonstrated ability to fully meet the needs of Marion County including future needs through enhancements and upgrades (i.e., call blocking, individual cut off, total cut off, call monitoring)

D. SUBMITTAL

For proper comparison and evaluation, Marion County requests that proposals address, at a minimum, the following format.

1. Cover Letter – A brief introductory letter of representation
2. Executive Summary – A brief summary highlighting the most important points of the proposal.
3. Degree of Compliance – A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the offeror takes exception. Please send year 2026 certification.
4. Proposal Pricing / Delivery – Pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. A schedule of delivery,

transition and installation must also be included. Verify that all pricing complies with the FCC inmate phone communication rate caps.

5. Explanations and Exceptions – Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
6. Descriptive Literature – Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional product/service information with regard to issues addressed in other areas of the Offeror's proposal.
7. Contractor Background Information – This section should include a description of the offeror experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that Marion County can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.
8. References – Offeror shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.
9. Sam.gov unique identification number if applicable
10. Affidavits and other forms as required herein.

E. ADDITIONAL SUBMISSIONS:

1. Copy of all rates and surcharges proposed.
2. Theory of operation of proposed system
3. System features list with feature capacities (i.e., how many phone numbers can be programmed into the system for blocking).
4. Sample copies of all management, transaction, and financial reports available to Marion County and description of format and cycle.
5. Sample contract with proposed rates
6. A Transition Schedule to demonstrate offerors plans to migrate all current services to new services without interruption and how accounting of revenue will be controlled to ensure maximum commission during transition.

F. COST SUBMITTAL / RATES

The cost proposal should contain the commission percentage on gross revenue Marion County will receive based on gross revenue to be defined as revenue on all local and long distance calls originating from inmate non-coin phones including calls for which payment cannot be collected from customers as well as video visitation. Payments will be paid on a monthly basis 30 days after the end of the month in which calls were incurred.

G. FINANCIAL STATEMENTS

Offerors shall submit recent financial statements with their proposal.

H. OTHER PROJECTS INVOLVED WITH

Offeror shall provide a list of other projects that you are currently involved with or will be involved with.

I. TERM

The term of the contract will be for a three-year period with an option to renew for two additional one-year terms at the discretion of the Marion County Commissioners Court.

J. MINIMUM TECHNICAL REQUIREMENTS

1. General

- a. 24-hour service will be required with personal contact and response time of 8 hours for software services and with 8 hours for repair service.
- b. Local calls shall not exceed the existing rate charged by AT&T for operator-assisted calls.
- c. Long distance calls shall not exceed the established rate for operator-assisted calls as set by AT&T.
- d. Monthly statements (recap) shall be forwarded with each commission payment to Terri Thompson, Sheriff's Administrative Assistant., P.O. Box 547, Jefferson, TX 75657.
- e. Local calls should be a maximum of 15 minutes and should have automatic cut-off.
- f. All current cabling is the property of Marion County and any additional wiring or equipment (besides phone units) becomes the property of Marion County.
- g. The current provider for Inmate Communication Services is NCIC with a 63% commission rate on telephones and 25% commission rate on video visitation. The current contract expires August 2026.
- h. The awarded vendor of this RFP will provide Inmate Communication Services for Marion County's Jail Facility.
- i. All vendors responding to this RFP acknowledge that they understand the specifications and scope of this project in its entirety. Vendors may inspect the site by contacting Shanna Maxwell at 903-665-3271 for the Law Enforcement Facility.
- j. Data for one month (June 2026)

	Prepaid Destination	Prepaid Caller	Prepaid-Msg from Outside Caller
Local Minutes	5588	508	1
Local Revenue	\$1,173.48	\$0.00	.50
Intralata Minutes	713	30	1
Intralata Revenue	\$149.73	\$0.00	.50
IntraState Minutes	1012	276	0
IntraState Revenue	\$212.52	\$0.00	\$0.00
Interstate Minutes	593	33	0
Interstate Revenue	\$124.53	\$0.00	\$0.00

- k. Commission collections have been as follows:
2025 collections \$ 20,699.56
Jan-May 2026 collections \$ 10,138.62

Pertinent Data – Law Enforcement Center

- a. Currently, the following telephone requirements exist utilizing individual lines and will be required, at a minimum:

1 telephone in jail hallway, 1 in booking area, and 1 on the second floor
4 telephones in the Barracks

Need to add 1 telephone on the 3rd floor

Number of video visitation units – 40 tablets and charging stations

- b. Date, time and duration of all long distance and local calls must be submitted to the Sheriff on a monthly basis (acceptable in disk format).
- c. System shall have the ability to block and unblock calls as required by the Sheriff's Department.
- d. System shall have the ability to manage individual phones in the facility.
- e. Marion County has estimated that the Spanish speaking population of the Jail is approximately 2% at any given time.
- f. Marion County does currently use a personal inmate ID#.
- g. Marion County requests the ability to turn off the phones from one primary location: the Main Jail Control Booth.
- h. Marion County currently has an established time period that the phones are in use, 6:00 a.m. to 10:00 p.m.
- i. Inmates need to be able to call a rape crisis center for free

III. GENERAL CONTRACT TERMS AND CONDITIONS

A. CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by Marion County shall constitute a contract equally binding between the successful offeror and Marion County. No different or additional terms will become a part of this contract with the exception of a Change Order.

B. CONFLICT OF INTEREST

No public official shall have interest in this contract, except in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

Vendor must submit a Certificate of Interested Parties along with the RFP package. The certificate will be obtained from the Texas Ethics Commission website: <https://www.ethics.state.tx.us/index.html>. A letter is enclosed with this document with a contract number.

C. CONFIDENTIALITY

All information disclosed by Marion County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

D. ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Marion County Sheriff. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offerors shall acknowledge receipt of all addenda.

E. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. Marion County Sheriff will make all change orders to the contract in writing.

F. ASSIGNMENT

The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Marion County Commissioners.

G. VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Marion County, Texas.

H. SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the offeror and will be treated as confidential by Marion County.

I. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS

A prospective offeror must affirmatively demonstrate their responsibility. A prospective offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Marion County may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

J. SUCCESSFUL OFFEROR SHALL

Successful offeror shall defend, indemnify and save harmless Marion County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgement with cost which may be obtained against Marion County growing out of such injury or damages.

K. SALES TAX

Marion County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

L. DESIGN, STANDARDS AND PRACTICES

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

M. PROPOSALS/OFFERORS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

N. PATENTS/COPYRIGHTS

The successful offeror agrees to protect Marion County from claims involving infringements of patents and/or copyrights.

O. TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, completion and acceptance of services or default. Marion County reserves the right to terminate the contract immediately in the event the successful offeror fails to:

1. meet delivery or completion schedules, or
2. otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

Either party may terminate this contract with a ninety-(90) days' written notice prior to either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the County Judge, 102 West Austin, Room 205, Jefferson, TX 75657.

P. PERFORMANCE OF CONTRACT

Marion County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

Q. COMMISSION PAYMENTS

Commission payments shall be mailed directly to:

Marion County Sheriff's Department
Attn: Terrie Thompson
P.O. Box 547
Jefferson, TX 75657

R. OWNERSHIP

All plans, cabling, prints, designs, concepts, etc., shall become the property of Marion County.

S. INSURANCE

Before commencing work, the successful offeror shall be required, at his own expense, to furnish the Marion County Sheriff's Department within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance:
2. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) full insuring contractor's and/or subcontractor's liability for injury to, or death of, county employees and third parties, extended to included personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.
3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a notice shall be give to Marion County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

PROPOSAL AFFIDAVIT

A duly authorized officer of the company, whose signature is binding on the proposal, shall sign all pages in offeror's proposal containing statements, letter, etc.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be _____ calendar days from the date of the proposal opening. (Period of acceptance will be within ninety- (90) calendar days unless otherwise indicated by offeror.)

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____
on this day personally appeared _____, who after being by me duly sworn, did depose and say:
"I, _____, am a duly authorized officer of/agent
(Name)
for _____, and have been duly authorized to
(Name of firm)
execute the foregoing proposal on behalf of the said _____.
(Name of firm)

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. I certify that the offeror is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon. Further, I certify that there is no direct or indirect agreement or collusion with any member of Marion County for the acceptance of this proposal."

Name and address of offeror: _____

Telephone Number _____

by: _____ Title: _____
(Printed name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____
on this the _____ day of _____, 2017 _____.

Notary Public in and for the State of _____

RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

IV. Equal Opportunity Guidelines for Contractors

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be documented in file.
5. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
6. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
7. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
8. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
9. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
10. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
11. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
12. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
13. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
(Include with Bid)

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

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

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.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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 are no interested parties. ☐

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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).

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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](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

PURCHASING CONTRACT BOYCOTT VERIFICATION FORM

HB 89 - Prohibition on Contracts with companies Boycotting Israel

_____ initial

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amended Texas Local Government code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it"

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of the contract
3. **Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

SB 13 – Energy Company Boycotts

_____ initial

Respondent represents and warrants that:

- (1) it does not, and will not for the duration of the contract, boycott energy companies or
- (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to: TEX GOV'T CODE § 2274.002

Guidance: EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

The clause does not apply to a governmental entity that determines the requirements of Section 2274.002(b) of Tex. Gov't Code are inconsistent with its duties related to debt obligations or funds as described in Section 2274.002(c) of the Tex. Gov't Code.

SB 19 - Firearm Entities and Trade Associations Discrimination

_____ initial

Respondent verifies that:

- (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or
- (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to: TEX GOVT CODE CH. 2274

Guidance: **APPLICABILITY:** This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state agency:

- (1) contracts with a sole-source provider; or
- (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

I, _____ (authorized official), being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Government Code Chapter 2270 and Chapter 2274::

1. Does not boycott Israel per HB 89 provisions;
2. Does not boycott energy companies per SB 13 provisions;
3. Does not boycott Firearm entities and trade associations per SB 19

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Date: _____

Initial Relevant Sections Above: HB 89, SB 13 or SB 19