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REQUEST FOR QUOTE (RFQ)

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Radiology X-Ray Machine  
RFQ 2021-RADTC004

Prepared By:  
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<https://www.kilgore.edu/about/offices/procurement-services>

## REQUEST FOR QUOTE

Kilgore College (“College”) is seeking sealed quotes from qualified vendors for replacement x-ray machines to include removal of current system and install of new system.

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

MILESTONE	DATE
Posted/Published	February 1, 2022
Open for Proposals	February 11, 2022
Questions Deadline	February 18, 2022 3:00 pm CST
Close to Proposals	February 25, 2022 3:00 pm CST
Contract Awarded	March 4, 2022 (no later than)

### On-Site Proposal Meeting/Tour

There will not be an on-site tour scheduled, but if you require one you can request for the week of February 7, 2022. We will only schedule a tour during this week. Pictures of current setup is attached as Attachment A. It is not mandatory for vendor to request a tour.

Vendors can schedule a tour by emailing [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu). Tours will be conducted during the week of February 7, 2022; vendors are responsible for their own transportation.

Questions asked at scheduled tour will be available to all Proposers on the KC Procurement Services website: <https://www.kilgore.edu/about/offices/procurement-services>.

**Accommodations for People with Disabilities.** If the vendor or any of the vendors employees participating in the RFQ need, or have questions about the College’s accommodations for people with disabilities, please make arrangements with the Procurement Services Manager, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

### Questions

General Questions or concerns regarding this RFQ shall be directed to the Procurement Services manager listed on the cover page. KC specifically requests that proposer restrict all contact and questions regarding this RFQ to the manager via email only. The Procurement Services Manager must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule above. Questions Deadline February 18, 2022 3:00pm CST.

Responses to inquiries, which directly affect an interpretation or change to this RFQ, will be issued in writing by addendum and all addenda will be posted on the KC Procurement Services website <https://www.kilgore.edu/about/offices/procurement-services>. All such addenda issued by KC prior to the time that proposals are received shall be considered part of the RFQ, and the Proposer shall be required to consider such in their proposal.

**SECTION 1  
PROJECT SUMMARY/GENERAL OVERVIEW**

**PROJECT SUMMARY**

Kilgore College through this Request for Quote (“RFQ”) is seeking quotes for *Radiology Sciences X-Ray machine*. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Quote. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

**GENERAL OVERVIEW**

Proposals will be received **no later than February 25, 2022 at 3:00pm**. Vendors are instructed that a formal opening will not occur. The name of the vendors will be read into record at that time and the proposals will not be opened. There will be no additional information given at this time. The College will negotiate with qualified vendors concerning the proposals submitted. All late proposals will be rejected and returned to the submitting vendor unopened.

For the purpose and clarity of this document only, the word(s) “COLLEGE” and “KC” will herein mean Kilgore College, of Kilgore, Texas. In addition, for the purpose and clarity of the document, the word “VENDOR” will herein mean any reliable and interested broker, vendor, supplier, and contractor who wants to submit a proposal for this contract. Within this document, the terms “Bidder”, “Contractor”, “Proposer” or “Vendor” is the same as the “Vendor”. The terms “Bid” and “Proposal” are one and the same.

**THOROUGH STUDY AND INVESTIGATION**

The Proposer must be familiar with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications and drawings if applicable, and by use of any other means that may be necessary to determine the following:

- a. The actual conditions and requirements of the work;
- b. Any unusual difficulties that may be encountered in the prosecution of the work;
- c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and
- d. All circumstances and conditions affecting the work or its cost.
- e. The Proposer’s proposal must include any and all expenses that may incur in order to complete the work stipulated under the proposed contract.

Any failure of the Proposer acquainting themselves with all the available information concerning the above, shall not be relieved from responsibility for estimating properly the difficulties or cost to successfully perform the work.

Contact Betsy Hansard, Procurement Services Manager, [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu), in order to arrange and coordinate for campus site visit.

## SECTION 2 SCOPE OF WORK

Kilgore College main campus is located in Kilgore, Texas, a city of approximately 15,000 located in the northeast section of the state commonly referred to as the Piney Woods. Additionally, since 1976, the College has maintained an educational center in Longview, Texas. Kilgore College is an accredited public two-year community college that has met the academic and workforce needs of East Texas since 1935 by providing a learner-centered environment that focuses on student access, success and completion via collaborative partnerships.

Kilgore College's webpage is located at <https://www.kilgore.edu/>.

The College consists of the following facilities:

Kilgore, Texas

- Main Campus
- Adult Education Center
- Receiving

Longview, Texas

- Secondary Campus

Kilgore, Texas outside city limits

- Training Facilities

The Radiologic Science Program has been awarded \$100,000 from the KC Technology fund. We are looking for proposals of the following:

- Energized Radiographic System (Ceiling Mounted) to include a minimum of:
  - Table: 4 way floating or motor driven tabletop
  - At least 400 pound patient load
  - Grid cabinet
  - Cassette tray
  - Wall stand: Heavy duty mounted wall stand
  - Grid cabinet 17x17
  - Cassette tray
  - Auto size sensing collimator
  - Overhead tube support for ceiling mounted equipment: motor driven, rails, tube column rotation, display of SID and Rotation, fixed trunnion tube mount
  - Control panel
  - Automatic Exposure Control feature
  - Acquisition imaging software
  - Calculated DAP feature
  - Digital Detector
  - Workstation with a touch screen monitor
  - 1 year (minimum) labor warranty
  - 5 year (minimum) part warranty
- Non Energized Radiographic System (Floor mounted) to include a minimum of:
  - Table: 4 way floating or motor driven tabletop
  - At least 400 pound patient load
  - Floor mount tube stand:
  - 10 ft floor mounted platform
  - display of SID and Rotation
  - transverse tube arm
  - rotational base
  - Control panel- for simulations

- 1 year labor warranty
- 5 year part warranty
  
- Removal of all existing equipment which includes a Philips r/f table, console, generator, 2 portable units
- Installation of the new equipment in its entirety to include overhead tube support

The room that we want to replace, holds a Philips radiographic/fluoroscopic system that is more than 20 years old and is classified as “end of life” (EOL) equipment, as parts are extremely rare, or non-existent.

The new systems (1 energized and 1 non-energized) will be used for lab exposures and simulations. During the lab component of the program students train and perform competencies necessary to the progression of development of fundamental positioning skills. Additionally, development of these fundamental skills impact the students’ successful transition into the clinical setting.

## SECTION 3 GENERAL INFORMATION

1. Quotations must remain valid for a period not less than 90 days after the deadline date specified for submission.
2. Quotations shall give a comprehensive description of the proposed items, clearly indicating name, model, make, etc. and be accompanied by comprehensive technical information in the language required, such as leaflets, brochures or catalogue pages. If the proposed items do not comply exactly with the technical specifications and descriptions provided in the RFQ, the nearest functional equivalent or closest standard should be offered as an alternative. The Vendor shall state in his bid the full name and address of the manufacturer's representative closest to the consignee, who can provide after-sales-service, spare-parts and warranty services.
3. Any deviation from the requested specifications shall be highlighted and explained. When comparative specification tables or other tables are provided by the Owner, such tables shall be completed and item reference numbers should be referred to. The country of origin shall be specified for each item offered.
4. The quote shall be governed by the Terms & Conditions of Purchase of goods. No terms and conditions put forward at any time by the bidder shall form any part of the contract unless specifically agreed to by the Owner.

### Adjustments and Cancellations

All adjustments and cancellations will be from the Procurement Services Office.

### General Conditions

You are notified that although the College is required to submit purchases of all contracts over \$50,000 to the competitive proposal process, it is not required to accept the lowest proposal. In such purchasing, the lowest proposal may be rejected by the Board of Trustees. The proposals will be evaluated by a committee and a formal recommendation will be made that is in the best interest of the College.

### Purchase Orders

The College shall not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative. Kilgore College reserves the rights to inspect all goods within 3 working days of delivery and return to vendor.

- No C.O.D. shipment will be accepted.
- Do not fill order at higher price without written consent of the Purchasing Agent.
- All terms are Net 30 unless otherwise stated in writing on this document
- **SPECEIFICATIONS:** Any specification and/or drawings referred to and/or attached hereto are expressly made part of the Purchase Order. The articles covered by this Purchase Order or Contract must conform to the Safety orders of the State of Texas.
- **CHANGES:** No changes or variations of any kind are authorized without the written consent of the Purchasing Agent.
- **INVOICE:** A separate invoice is required for each order and must reference PO number.
- **TAX EXEMPTION:** KC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Sales Tax Number: 75-6001909. No proposal shall include any costs for taxes to be assessed against KC. The Contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold KC harmless for all claims arising from payment of such taxes and fees.

## **Submission Waiver**

By submitting a response to this Solicitation, the Proposer or respondent agrees to waive any claim it has or may have against Kilgore College and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

## **Indemnification**

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

## **Drug Policy**

KC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by vendors or contractors while on KC's premises is strictly prohibited.

**SECTION 4**  
**QUOTE PREPARATION/SUBMISSION INSTRUCTIONS**

Before submitting a proposal, each firm shall familiarize itself with the entire RFQ, including the Scope of Work, the vendor is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name, number, and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the office of procurement Services by the due date and time stated on page 1 of this RFQ. The firm is responsible for delivery of its proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFQ package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm must submit one (1) original copy of the proposal, clearly marked "Original" and two (2) hard copies.

The proposals must include the following mandatory certification forms signed (Section 7):

- Boycott of Israel Certification
- Felony Conviction Notice Form
- Conflict of Interest Questionnaire
- Financial Interests and Potential Conflicts of Interests Form

**W9 Form** - Vendor shall include a W9 Form with their bid submission.

Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of the RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of KC's needs.

The deadline for receipt of sealed proposals is **February 25, 2022 at 3:00 PM (Central Standard Time)**. Sealed proposals must be received by this deadline at the following location:

<b>RFQ Contact Name:</b>	Betsy Hansard
<b>Contact Mailing Address:</b>	Kilgore College 108 Choice St Kilgore, TX 75662
<b>Contact Physical Address:</b>	Kilgore College 108 Choice St Kilgore, TX 75662



## **Interpretations of the Specifications**

Only the interpretation or correction so given by the Procurement Services Manager, in electronic writing (email), shall be binding and prospective Vendors are advised that no other source is authorized to give information concerning, explain or interpret, the proposal document.

Every request for such interpretation or correction must be in electronic writing (email), addressed to the Procurement Services Manager. Vendors are notified telephone questions will not be answered. All such interpretation and supplemental instructions will be in the form of written addenda to the Request for Quote documents. All addenda will be posted online at <https://www.kilgore.edu/about/offices/procurement-services> under the Request for Quotes section.

Your questions concerning the RFQ specifications must be submitted via email to [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu). We will return a written response to your company as well as post as addenda to website.

## **Certificate of Insurance**

The Company shall furnish the College with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance Company or companies underwriting these insurance coverages shall give the College at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Company shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the College.

The Company shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Company in this Section, and upon the request of the College, shall furnish the College with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Failure to comply with the requirements contained in this Request for Quote may result in the rejection of your proposal.

Only those KC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect.

Proposer understands and agrees that this RFQ and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that KC has made no representation, guarantee or commitment with respect to any specific quantity or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

Notwithstanding the date/time for receipt of proposals established in the solicitation, the date and time established herein for receiving proposals may be postponed solely at KCC discretion.

**SECTION 5**  
**SELECTION AND CONTRACT AWARD**

The College will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

Notwithstanding the above, the College reserves the right to accept or reject any quotations and to cancel the bidding process and to reject all quotations at any time prior to the award of the contract.

KC makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from the RFQ or resulting Agreement when deemed to be in KC's best interest. Representations made within the proposals will be binding on responding firms. KC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFQ.

**SECTION 6  
INSURANCE REQUIREMENTS**

**1. GENERAL INSURANCE REQUIREMENTS:**

- A. **Certificates of Insurance:** Contractor shall, upon request, submit to the College Procurement Services Manager certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.
- B. **Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.
- C. **Scope of Insurance Coverage:** All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of Kilgore College, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.
- D. **Additional Insureds:** For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Kilgore College, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
- E. **Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Procurement Services Manager.
- F. **Contractor's Personnel, Agents, and Subcontractors:** Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.
- G. **Failure to Maintain Insurance:** In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

**2. INSURANCE COVERAGE REQUIRED:**

- A. **Workers' Compensation Insurance** - Contractor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

Employer's Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- B. **Commercial (Business) Automobile Liability Insurance** – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractors owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for “any auto.”

Combined Single Limit \$1,000,000 (CA 0001)

C. **Commercial General Liability Insurance** – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$1,000,000

D. **Other Requirements**– The Contractor is required to include Kilgore College as an additional Insured on the Commercial General Liability and Business Automobile Policy. Attach a waiver of Subrogation to all policies. The CGL Policy should be Primary and Noncontributory to any other insurance. All policies should include a 30-day Notice of Cancellation provision in favor of Kilgore College.

**SECTION 7**  
**MANDATORY CERTIFICATION FORMS**  
**BOYCOTT OF ISRAEL CERTIFICATION**

\_\_\_\_\_  
(Date)

In accordance with the Texas Government Code, Contractor represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Contractor is not identified by the Texas Comptroller as boycotting Israel. "Boycott" as used herein 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

\_\_\_\_\_  
A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Offeror.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

**SECTION 7 (continues)**

**FELONY CONVICTION NOTICE FORM**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR’S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL’S NAME: \_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_ (attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_ (attach additional sheet if necessary)

Signature of Company Official: \_\_\_\_\_

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

**SECTION 7 (continues)**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.		
_____ Name of Officer		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<b>5</b> 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.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
_____ Signature of vendor doing business with the governmental entity		_____ Date

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.

**SECTION 7 (continues)**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your proposal, proposal, or offer. **This form must be received included in the vendor's proposal/proposal packet, to be considered for evaluation.** Completed forms must be **NOTARIZED** and delivered to:

This requirement applies to contracts with a value exceeding \$50,000.

**1 - Disclosure of Financial Interest in the Vendor**

a. If any officers or employees of KC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

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

b. For each individual named above, show the type of ownership/distributable income share:

- Ownership interest of at least 10% ( \_\_\_\_\_ )
- Ownership interest of at least \$15,000 or more of the fair market value of vendor ( \_\_\_\_\_ )
- Distributive Income Share from Vendor exceeding 10% of individual's gross income ( \_\_\_\_\_ )
- Real property interest with fair market value of at least \$2,500 ( \_\_\_\_\_ )
- Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor: ( \_\_\_\_\_ )
  - 1. Ownership interest of at least 10%
  - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
  - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
  - 4. Real property interest with fair market value of at least \$2,500 \_\_\_\_\_
- No individuals have any of the above financial interests (If none go to Section 4) ( \_\_\_\_\_ )

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here ( \_\_\_\_\_ ).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

The percent of ownership \_\_\_\_\_ percentage, or the value of ownership interest \$ \_\_\_\_\_.



**2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other KC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes \_\_\_\_\_ No \_\_\_\_\_

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

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other KC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

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

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**4- Other Contract and Procurement Related Information**

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your proposal, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

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

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), proposals, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as proposal or project number (attach additional pages as necessary).

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

This disclosure is submitted on behalf of:

\_\_\_\_\_

(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my proposal, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by KC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_ (City) \_\_\_\_\_ (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public of the State of: \_\_\_\_\_

# Attachment A





