

**BID SUBMITTED BY:** \_\_\_\_\_

**BID OPENING:** 2:30 P.M., WEDNESDAY, OCTOBER 2, 2024

<p style="text-align: center;"><b>Bid Submittal Checklist:</b> (The following items must be submitted with Bid):</p> <ul style="list-style-type: none"><li><input type="checkbox"/> Bid Form</li><li><input type="checkbox"/> Bid Security</li><li><input type="checkbox"/> Schedule of Proposed Subcontractors</li><li><input type="checkbox"/> Statement of Bidder's Qualifications</li><li><input type="checkbox"/> Conflict of Interest Questionnaire (Form CIQ)</li></ul>
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**BID PACKAGE**

**FOR**

**ANN STREET LIFT STATION REPLACEMENT**  
**CITY OF PORT LAVACA, TEXAS**

**PREPARED BY:**

**URBAN ENGINEERING**  
**TREF# F-160**  
**CONSULTING ENGINEERS**  
**2004 N. COMMERCE ST.**  
**VICTORIA, TEXAS 77901-5510**  
**U.E. JOB NO. E26133.00**

# BID FORM

## PROJECT IDENTIFICATION:

Ann Street Lift Station Replacement  
City of Port Lavaca, Texas

## CONTRACT IDENTIFICATION AND NUMBER:

N/A

## THIS BID IS SUBMITTED TO:

City of Port Lavaca  
202 N. Virginia Street  
Port Lavaca, TX 77979

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the

specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**CITY OF PORT LAVACA**  
**ANN STREET LIFT STATION REPLACEMENT**  
**(BIDDER)**  
**PREPARED BY: URBAN ENGINEERING**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>					
<b>GENERAL</b>					
1.	Mobilization, Insurance and Bonds	1	LS	\$	\$
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$	\$
3.	Construction Staking	1	LS	\$	\$
4.	Dewatering per Section 01563	1	LS	\$	\$
5.	Project Sign (4' x 8')	1	EA	\$	\$
<b>SUBTOTAL GENERAL</b>					<b>\$</b>
<b>DEMOLITION</b>					
6.	Remove & Dispose of Existing Lift Station (Including, but not limited to, structures, pumps, valves, piping, and controls)	1	LS	\$	\$
7.	Remove & Dispose of Existing Fence	38	LF	\$	\$
8.	Remove & Dispose of Existing Sanitary Sewer Main	24	LF	\$	\$
<b>SUBTOTAL DEMOLITION</b>					<b>\$</b>
<b>PAVEMENT IMPROVEMENTS</b>					
9.	Concrete Pavement (Commercial) (6" Thick, Class A)	190	SF	\$	\$
<b>SUBTOTAL PAVEMENT IMPROVEMENTS</b>					<b>\$</b>
<b>SANITARY SEWER IMPROVEMENTS</b>					
10.	Sanitary Sewer Force Main (6") (PVC) (Asphalt Paved Areas)	32	LF	\$	\$
11.	Sanitary Sewer Force Main (8") (PVC) (Non-Paved Areas)	4	LF	\$	\$
12.	Sanitary Sewer Force Main (8") (PVC) (Gravel Paved Areas)	50	LF	\$	\$
13.	Sanitary Sewer Force Main (8") (PVC) (Asphalt Paved Areas)	160	LF	\$	\$
14.	Sanitary Sewer Force Main (8") (PVC) (Concrete Paved Areas)	4	LF	\$	\$
15.	Sanitary Sewer Main (12") (10' - 15' Cut) (Gravel Paved Areas)	47	LF	\$	\$
16.	Force Main Fitting (Bend) (8") (90 Deg)	2	EA	\$	\$
17.	Force Main Fitting (Bend) (6") (45 Deg)	4	EA	\$	\$
18.	Force Main Fitting (Reducer) (8" x 6")	2	EA	\$	\$
19.	Sanitary Sewer Manhole (Fiberglass) (0' - 5')	1	EA	\$	\$
20.	Sanitary Sewer Manhole (Fiberglass) (10' - 15')	2	EA	\$	\$
21.	Locate & Connect to Existing 6" Force Main	2	EA	\$	\$
22.	Locate & Connect to Existing 8" Sanitary Sewer Main	1	EA	\$	\$
23.	Locate & Connect to Existing 12" Sanitary Sewer Main	1	EA	\$	\$
24.	Trench Excavation Protection (Sanitary Sewer Main & Services) (> 5' Cut)	47	LF	\$	\$
<b>SUBTOTAL SANITARY SEWER IMPROVEMENTS</b>					<b>\$</b>

CITY OF PORT LAVACA					
ANN STREET LIFT STATION REPLACEMENT					
(BIDDER)					
PREPARED BY: URBAN ENGINEERING					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>ANN STREET LIFT STATION IMPROVEMENTS</b>					
25.	Ann Street Lift Station (Including all site improvements, trench safety/shoring, 1 lift station structure, access hatch, and lift station components)	1	LS	\$	\$
26.	Ann Street Lift Station Pumps (NP3102 MT 3- Adaptive 463 as manufactured by Flygt) (Including all pump equipment and components) (3 required)	1	LS	\$	\$
27.	Ann Street Lift Station Yard Piping (Including all pipe, fittings, piping equipment, pipe supports, bracing, and fasteners)	1	LS	\$	\$
28.	Ann Street Lift Station Electrical Improvements (Including all equipment and components, wiring and conduit, lift station control panel, meter pedestal, and panel rack)	1	LS	\$	\$
29.	Site Fence (6' fence with barbed wire security extension)	86	LF	\$	\$
30.	Site Fence Double Gate (18' wide) (6' fence with barbed wire security extension)	1	EA	\$	\$
<b>SUBTOTAL ANN STREET LIFT STATION IMPROVEMENTS</b>					<b>\$</b>
<b>TOTAL BASE BID</b>					<b>\$</b>

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

**6.01** Bidder agrees that The Work will be substantially completed **within \_\_\_\_\_ calendar days (TO BE FILLED IN BY BIDDER)** after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **14** calendar days after the date of substantial completion.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**7.01** The following document(s) are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of \_\_\_\_\_ (specify type of Bid Security: Bond, Cashier's Check, Certified Check);
- B. Schedule of Proposed Subcontractors required to be identified in this Bid;
- C. Statement of Bidder's Qualifications with supporting data;
- D. Conflict of Interest Questionnaire (Form CIQ).

**8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on \_\_\_\_\_.

State Contractor License No. \_\_\_\_\_ (If applicable)

**If Bidder is:**

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_.

**A Joint Venture**

Joint Venturer Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_(SEAL)

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

# BID BOND

**BIDDER (Name and Address):**

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

**SURETY (Name and Address of Principal Place of Business):**

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

**OWNER (Name and Address):**

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

**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location): \_\_\_\_\_

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

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

- 
- Note: (1) Above addresses are to be used for giving required notice.  
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent

jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

## SCHEDULE OF PROPOSED SUBCONTRACTORS

Bidder proposes the following subcontractors to be used for major portions of the project. All major subcontractors must be listed and submitted with the Bid. Bidder may change subcontractors after Bid submittal only as approved by the Engineer. Major subcontractors are those who will do work having a total value of more than five percent (5%) of the Contract amount. The maximum total value of work performed by all subcontractors on the project shall not exceed fifty percent (50%) of the Contract amount.

Subcontractor	Address & Telephone Number	Speciality	Subcontract Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Date Organized: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

Number of years in contracting business under present name: \_\_\_\_\_

### CONTRACTS ON HAND:

Contract	Dollar Amount	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

List the projects most recently completed by your firm (include projects of similar importance):

Project	Dollar Amount	Mo/Yr Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for **this** contract:

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title)

\_\_\_\_\_  
(Print Name)

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

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

In and for the State of \_\_\_\_\_

Commission Expires: \_\_\_\_\_

# 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.