



CITY OF LAKE JACKSON

July 19, 2019

Bid Documents and Specifications

Bid No. 19-07-001 – Contract Mowing
in
CITY OF LAKE JACKSON

ADDENDUM NO. 1

This supplement to the Bid Documents and Specifications is issued prior to the receipt of bids.

In the bid documents, page 17 has been replaced with a revised sheet. Changes were made to the original bid documents. The changes pertain to:

1. Addition (in red) to the description of Section III. 2. –
Abner Jackson Parkway and Medians
Includes all rights-of-way and medians from end-to-end intersections at SH 332 near Carino's to the entrance of the DOW Complex. Also includes short section of Walflower street up to the bridge crossing behind Best Buy. (page 17)
2. Addition (in red) to the description of Section III. 4. –
This Way Parkway and Medians
Includes all rights-of-way and medians from State Highway 332 to the beginning of the Dow Refuge property. Also includes Buckeye Street right of way and medians entrance into Lowe's parking lot. If there is a monthly charge for standby for each pump please submit that charge with your bid. (page 17)

The bid documents and specifications attached are the corrected sheets. When submitting a sealed bid please include the corrected, updated bid documents and specifications.

Please sign and return this notice by email to kkennedy@lakejacksontx.gov or by fax to the Lake Jackson Purchasing Department at 979-415-2520. ***Also indicate receipt of this addendum with your bid on the bid proposal form on page 22.***

Acknowledgment of Receipt of Addendum No. 1

Signature

Date

Company



City of Lake Jackson
25 Oak Drive
Lake Jackson, Texas 77566
www.lakejackson-tx.gov

SPECIFICATIONS FOR BID #19-07-001 – Contract Mowing
BID OPENING DATE: Thursday August 1, 2019 at 2:00 p.m.

Notice is hereby given that the City of Lake Jackson will receive sealed bids for the purchase of the following item:

BID NO. 19-07-001 – Contract Mowing

A mandatory **pre-bid meeting** will be conducted at 2:00 p.m. Tuesday July 23, 2019 in City Hall Council Chambers located at 25 Oak Drive, Lake Jackson, Texas 77566 to answer questions regarding the bid requirements.

Sealed bids are due at 2:00 p.m. Thursday August 1, 2019 after which time all qualified bids will be opened and publicly read aloud at City Hall, 25 Oak Drive, Lake Jackson, TX. Bid information and specifications may be obtained from the City of Lake Jackson Purchasing Department at City Hall or by visiting our website at www.lakejackson-tx.gov. Bids received after the specified deadline will not be accepted.

Sealed bids shall be clearly marked with the bid number and title addressed to:

City of Lake Jackson
c/o Purchasing Department
25 Oak Drive
Lake Jackson, Texas 77566
BID NO. 19-07-001– Contract Mowing

Ads run: Sunday July 7, 2019 and July 14, 2019

Pre-bid meeting: Tuesday July 23, 2019 at 2:00 p.m.

Bid opening: Thursday August 1, 2019 at 2:00 p.m.

BID SUBMITTAL CHECKLIST

One (1) original completed copy of vendor's bid submittal, one (1) electronic copy of vendor's bid submittal, and one (1) business card

Vendor's Drug and Alcohol Testing Policy

Completed Bid Proposal/Tabulation Sheet

Proof of Insurance should be attached as a part of the bid.

Signed Specification Compliance Certification Form

Contractor References

Signed Conflict of Interest Questionnaire

STANDARD TERMS AND CONDITIONS

The City of Lake Jackson, Texas desires to enter into a contract, with a reliable firm(s) to provide contract mowing in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or to make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the Lake Jackson City Council reserves the right to reject any or all bids for any or all products covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City and found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

General Instructions

Each part of the bid package is broken into sections and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Lake Jackson's interpretation shall govern.

1. Bids should be submitted by mail or delivered to:

City of Lake Jackson
 Attn: Purchasing Dept.
 25 Oak Drive
 Lake Jackson, Texas 77566

Bids must be submitted in a sealed envelope marked:

BID NO. 19-07-001– Contract Mowing

2. Timeline and Due Date

Event	Date
1 st Advertisement	July 7, 2019
2 nd Advertisement	July 14, 2019
Mandatory pre-bid meeting	July 23, 2019 at 2:00 p.m.
Question submittals	July 24, 2019
Answers to submitted questions	July 26, 2019
Bid Opening	August 1, 2019 at 2:00 p.m.
City Council (Estimated)	August 19, 2019

3. The bidder must complete and attach the “Specification Compliance Certification” form and the “Conflict of Interest Questionnaire”. **NO BID WILL BE ACCEPTED WITHOUT THESE COMPLETED AND SIGNED FORMS.**
4. One original completed copy of vendor’s bid and one electronic copy should be submitted to the city in bid package with current business card.
5. Proof of Insurance should be attached as a part of the bid.
6. Five commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference should include: customer who supervises contract, their position, address, phone number, scope of work provided to customer and length of time vendor has serviced customer.

Funding

Funds for payment have been provided through the City of Lake Jackson budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Lake Jackson fiscal year shall be subject to budget approval by the City Council.

Late Bids

Bids received in the Purchasing Department after the submission deadline will be considered void and unacceptable. The City of Lake Jackson is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Lake Jackson Purchasing Department shall be the official time of receipt.

Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initiated by the signer of the bid, guaranteeing authenticity.

Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on the tabulation sheet and to extend and show the total. Bid price must be submitted on units of quantity specified and total shown. In the event of discrepancies in extensions, the unit price shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

Sales Tax

The City of Lake Jackson is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the bid.

Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material or alter any of the conditions, terms or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded.
2. Whether the bidder has a satisfactory record of performance with the City or other entities.
3. Any other factors that could be material to the bidder’s ability to comply with the contract.

Split Award

The City of Lake Jackson reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

Contract

Upon award of bid, a separate contract will be sent to the bidder. The contract will be good for one year with the option to extend for three (3) additional one (1) year terms with the approval of both parties. No invoices will be paid prior to a fully executed contract.

Conflict of Interest

No public official shall have interest in this contract in accordance with Chapter 171 of the Texas Local Government Code. The conflict of interest form must be completed and submitted with this bid.

Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Lake Jackson. More than one proposal on anyone contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

Insurance

Prior to acceptance of contract by the City of Lake Jackson, the vendor must furnish a Certificate of Insurance with the City of Lake Jackson named as an additional insured together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective Liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Premises Product Liability	\$1,000,000	\$1,000,000
Aggregate policy limits	\$1,000,000	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	\$1,000,000	\$1,000,000

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy that thirty (30) days prior written notice of cancellation or material change in coverage be given to Purchasing Dept. of Lake Jackson. Such insurance when accepted by the City in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by the City of Lake Jackson of an insurance supplied by the successful bidder, nor a failure to disapprove that insurance shall relieve vendor of full responsibility of liability, damages and accidents as set forth herein. No additional payment shall be made for insurance that the vendor may be required to carry.

Addenda

Any interpretations, corrections or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lake Jackson purchasing department. Addenda will be mailed or emailed to all who are known to have received a copy of the bid. Bidders shall acknowledge receipt of all addenda.

Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

Documentation

Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of bid.

Notice

Any notice provided by this bid shall be deemed to have been given and received on the next business day after such written notice has been deposited in the mail.

Invoices

Invoices submitted for payment shall be addressed to the City of Lake Jackson and shall reference the approved purchased order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

Payment to the Contractor

Payments should be billed monthly. At the end of each calendar month, the contractor shall render to the purchasing department, their billing for work done during the month. City issued purchase order number must be referenced on all billing statements. Billing shall be allowed in quarterly increments per item should inclement weather prevent complete performance of a job, and then only upon a visual inspection by the Parks Superintendent. **Payment will be made within 30 days as prescribed by state law.**

Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents or subcontractors, in performing its obligations under this Contract.

Contractor Past Performance

Contractor shall not have significant performance deficiencies under City contracts in the last five (5) years, including but not limited to contract termination for cause, failure to maintain certain insurance requirements, failure to meet minimum contract requirements, or outstanding financial obligations to the City.

Contractor's Liability

The contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

Descriptions

Specifications may reference established practices, standards, or techniques used in the industry. It is the intent of the City of Lake Jackson to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of performance to meet a pre-established standard of quality. Bidders may offer services of equal quality; and the burden of proof of such quality rests with them. The city of Lake Jackson shall act as sole judge in determining quality and acceptability of services offered.

Drug and Alcohol Testing

The contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto City premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

Termination of Contract

The City of Lake Jackson reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet performance schedules;
- Defaults in the performance of required duties;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Lake Jackson may have in law or equity. Bidder, in submitting this bid, agrees that City of Lake Jackson shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Lake Jackson.

Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

Questions and Answers

Questions concerning any aspect of the bid must be submitted by July 24, 2019 to the purchasing department in writing via fax or email. Any questions submitted after this date will not be answered. The purchasing department will compile all questions and provide answers to all interested bidders. The provided question and answers will also be located on the purchasing website. Answers will be posted by July 26, 2019.

CITY RESPONSIBILITIES

Contract Administrator

Under this contract, the City of Lake Jackson has designated the Parks Superintendent as the contract administrator. Additionally, Public Works and Utilities Superintendents may also be tasked with monitoring of areas within their designated jurisdictions to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator(s) will serve as liaison between the City of Lake Jackson City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the Parks Superintendent.

Bryce Carleton, Parks Superintendent
bcarleton@lakejacksontx.gov
(979)297-0721

Performance Changes due to Change in Scope of Maintenance

After the completion of contract commencement, should any contract area change significantly in scope of performance, such that it significantly impacts the quantity or quality of work performed by the contractor, the City shall make allowance for Contractor to submit a new bid price to be re-considered by the Council of the City of Lake Jackson.

MINIMUM SPECIFICATIONS

Factors Considered in Awarding Bid

Price will not be the only consideration in making award. Contractors will be evaluated on the basis of price, experience in commercial mowing, city's past experience with service, vendor's past performance, communication and follow-through, and city's evaluation of the vendor's ability. Bidders who have established history of poor service and poor quality may be excluded from consideration.

Contract Commencement

The contractor will be given written notice when to begin mowing. The contractor will be given the number of sites to be mowed and maintained, the number of working days allowed to complete the work and the date when the mowing will be started.

Primary Responsibility

The contractor shall not sub-contract any portion of this contract with a separate company.

Measurement

The unit of measurement for all sites, regardless of classification, is **per visit**.

Herbicide/Pesticide Licensure

The Contractor shall maintain a Structural Pest Control Board of Texas, or Texas Department of Agriculture Pesticide Applicator license, and shall provide a copy of this license to the City.

Contractor Accidents/Damage

Responsibility

The Contractor will be solely responsible for damages that may occur to any or all City facilities and structures (trees, shrubs, sprinkler heads, pipes, gates, or fences, etc.), property of citizens (automobiles, fences, windows, etc.), or contractor equipment (mowing, trucks, etc.).

Reporting

All accidents must be reported within 48 hours to the City of Lake Jackson Parks Superintendent. Citizens shall be contacted within 24 hours by Contractor once notified by City. City shall be notified of status of claim weekly until resolved. Failure to resolve claim to the satisfaction of the City shall be ground for termination of contract.

Repairs/Replacement

Contractor-induced damage to trees, plants, shrubs, or turf shall be rightfully corrected at the contractor's expense. Trees or shrubs shall be replaced with like materials. Damage due to herbicide misuse, equipment contact, or hand damage of said plant materials shall be corrected. Sand leveling and repairs of turf ruts from contractor equipment shall be required immediately.

Employee and Vehicle Identification

Employee Uniforms

All Contractor employees are required to wear a company issued shirt (or safety vest with logo) and a cap that identifies the Contractor by name and the employee by name.

Vehicle Identification

All Contractor vehicles are required to have the contractor business name clearly legible on the vehicle. All contractor vehicles used while in the service of the City of Lake Jackson shall also be registered under the City's contractor program and shall be issued a magnetic decal to be placed on the vehicle alongside the contractor's name or logo.

Safety Requirements

Personal Protective Equipment

All employees who are working on an esplanade or within ten (10) feet of a city street must wear an orange or yellow safety vest. All employees shall wear protective eyewear meeting the Z89.1 safety specification when operating motorized equipment.

Traffic Work Zones

The Contractor is required to provide and utilize all necessary traffic directional safety equipment, such as traffic safety cones, traffic warning and safety signs, barricades, or barriers, etc. All devices must comply with the "Texas Manual on Uniform Traffic Control Devices", published by the Texas Department of Transportation. In addition, the use of a flag man will only be allowed where use of all other devices is inadequate to effectively warn oncoming vehicles.

If Contractor needs to barricade a street or part of a street or impede traffic in any way, at least (3) days prior to this need, he shall submit a traffic safety plan to the Parks Superintendent for approval. Contractor shall not barricade a street or part of a street or impede traffic without the Parks Superintendent's approval.

Equipment Safety Requirements

All equipment shall be operated in compliance with the manufacturer's, contractor's, and City's recommended safety guidelines.

Guards, Chains, Shields, Deflectors

All equipment shall contain the proper original manufacturers or approved third parties' safety guards, shields, safety chains, or debris deflectors. All mowers shall have proper functioning as-manufactured discharge chutes or mulching plates to deflect and deter thrown grass or foreign objects. Trimmers and edger's shall have all proper debris guards, belt guards, blade guards, or like devices in place. Tractor mowing decks, if used, shall have safety chains, pto guards, and all safety devices in proper working condition.

Individual Equipment Operation and Employee Training

All equipment operators shall be properly trained in the safe operation of the equipment and shall be personally responsible for their individual and coworker safety, as well as the safety of public passers-by and vehicular traffic.

Contract Start

The Contractor shall begin specified mowing within seven (7) days after the date of written Notification to begin work and shall continuously prosecute same with such diligence as will enable to work to be completed within the designated number of working days specified. The contractor shall notify the respective Parks Superintendent at least twenty-four (24) hours before beginning work.

Working Day

A working day is defined as a calendar day, not including Sundays or legal holidays authorized in the work order, in which weather or other conditions not under the control of the Contractor will permit mowing for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. When seven (7) hours of mowing cannot be performed, a charge shall not occur against the contract working time.

Failure to consistently complete mowing in the working days specified by the Parks Superintendent may result in the termination contract.

Weather

Mowing will not be permitted, nor will a charge be incurred against the contract, when in the opinion of the Parks Superintendent, soil or weather conditions are such that a Park, Median, or Facility will be damaged. The contractor shall endeavor to resume and maintain the allotted scheduled frequency to the best of their ability for that month following adverse weather. If agreed upon minimum frequency for that given month cannot be maintained, the Contractor shall forfeit responsibility for maintenance and billing of the affected time period for that month.

Job Completion, Inspections, and Meetings

Job Completion

Contractors are to follow the schedule included. All jobs are to be completed within the specified week as outlined unless otherwise approved. Once started, a job must be completed within 24 hours. Large jobs such as Pocket Parks, Dunbar Park, or the State Highways will be allowed exception to this rule. Otherwise, approval must be requested prior to unexpected schedule alterations.

Inspections

The City shall inspect mowing locations to verify quality of work performed and shall notify the contractor within twenty-four (24) hours of inspection of unacceptable performance. Contractor shall respond within twenty-four (24) hours and correction shall be made within seventy-two (72) hours. In the event no inspection notification is received by the Contractor, the Contractor shall assume that performance is deemed acceptable and payment will be approved.

Meeting

Monthly or upon request of the respective Park Superintendent, a Landscape Supervisor employed by the Contractor shall tour all contracted properties or meet with said Superintendent.

Litter Removal

The Contractor shall immediately remove and properly dispose of any debris and litter found in the park area or median. This shall be done immediately before mowing. Mowed grass shall be removed from sidewalks, road areas, and landscaped beds immediately after mowing and shall under no circumstances be left for cleanup the following day. (See Section entitled "Standard Operating Procedures for Contractor Litter Control" for more information. Limbs and all organic debris shall be disposed of at the City Chipping facility on Canna Lane.

Mowing Height

Mowers shall be adjusted for a cutting height not greater than 2 inches. Where hand trimming is required, the grass shall be cut to a height as determined by the Parks & Recreation Department.

Crew Requirements

A contractor may not operate a crew with less than three members per crew for the duration of the contract. If at any time a crew is identified to be operating with less than three members, work may be halted, rescheduled, or reassigned to another company until the minimum crew compliment is met. There is no maximum requirement.

OPERATING SPECIFICATIONS

Standard Operating Procedures for Contractor Litter Control

<i>Task</i>	Litter, Limbs, Grass Clippings and Debris Removal
<i>Frequency</i>	Each Visit
<i>Procedure</i>	<p>Inspect and remove litter, limbs, and debris from grounds of parks, facilities, parkways, medians and landscape beds.</p> <ol style="list-style-type: none"> 1. Inspect and remove all litter and debris before mowing and place into bags. 2. Collected litter bags shall be placed into a dumpster at a suitable nearby site or at the City's Service Center. 3. All limbs, branches, or other organic matter 6" in diameter or smaller shall be disposed of at the city's chipping site. 4. Street curbs shall have all grass clippings cleaned from them.

Standard Operating Procedures for Mowing Operations

<i>Task</i>	Mowing
<i>Frequency</i>	Each Visit
<i>Procedure</i>	<p>Inspect and ensure safe and proper machine condition, operation and use.</p> <ol style="list-style-type: none"> 1. Discharge chutes are to remain attached and down in a protective position during operation. 2. Discharge chutes are to be aimed away from on-coming traffic, pedestrians, or vehicles where practicable. 3. Mowers shall be removed from operation in school zone areas during zone operation times.

Standard Operating Procedures for Line Trimming & Edging

<i>Task</i>	Line Trimming & Edging
<i>Frequency</i>	Each Visit
<i>Procedure</i>	<p>Line Trimming</p> <ol style="list-style-type: none"> 1. Line trimming shall be performed around all obstacles to a height equal to or less than the height of all mowed areas. 2. Line trimming shall be performed around all fences and ground obstacles. 3. Line trimming shall be performed at all street curb joints to prevent weed growth into the street. <p>Edging</p> <ol style="list-style-type: none"> 1. Edging shall be performed on all curbs and sidewalks. All streets, sidewalks, and curbs shall have cut materials removed by either blowing or sweeping removal of cuttings. Material shall not be blown into street or drainage inlets. <p>Mulching to Minimize Trimmer Damage of Tree Trunks at Government Complex, Fire Stations, and other such Facilities</p> <ol style="list-style-type: none"> 1. Mulching shall be provided twice yearly (March and October) to assist in protection of tree trunks against trimmer damage and to refresh flower beds at all Government buildings and Facilities locations. City mulch is available to the contractor at no cost to complete this task and is available at the City's mulch site. Mulch depth shall not exceed three (3) inches. Contractor is responsible for pickup, transportation, and application.

Standard Operating Procedures for Contractor Bed and Bern Maintenance

<i>Task</i>	Bed & Bern Maintenance
<i>Frequency</i>	Each Visit
<i>Procedure</i>	Remove Litter
	<ol style="list-style-type: none"> 1. Inspect and remove litter from decorative beds and grounds on each visit. 2. Place litter into bags and dispose of into dumpster.
	Remove Weeds
	<ol style="list-style-type: none"> 1. Remove weeds, volunteer trees, and grasses from established beds by hand, without harming established bedding plants. 2. Plant materials shall be disposed of at the City chipping facility. Plant materials are prohibited from being disposed of into City dumpsters. Hand removed plants shall not be thrown onto the ground and mowed over.
	Chemically Treat for Remaining Weeds
	<ol style="list-style-type: none"> 1. Post-emergent treatment Decorative beds shall be treated with an appropriate post-emergent chemical (such as glyphosate, or roundup) using a touch applicator or backpack sprayer with wand shroud only, according to manufacturer's instructions. 2. Pre-emergent treatment Decorative beds shall be treated with a granular or liquid pre-emergent chemical according to manufacturer's instructions, if needed, up to four times per year.
	Edge & Define Bed Borders
	<ol style="list-style-type: none"> 1. Weed eat or edge bed borders to redefine edges and inhibit further invasive growth by unwanted weeds or grasses. 2. Remove loose or leftover materials immediately and dispose of properly.
	Trim Shrubs & Decorative Plants at each visit as needed
	<ol style="list-style-type: none"> 1. Shrubs and decorative plants achieving growth significant enough to escape the confines of decorative beds, or found to impede the proper flow of pedestrian traffic on sidewalks are to be trimmed so as to maintain growth to within the borders of the decorative bed. 2. All trimming techniques must be to standard industry practice, with all cuts taking branches back to a main growth unit or trunk. Hedge trimming and de-heading of flowering plants shall be excluded from this requirement, and are therefore outlined in item 8 below. 3. Shaped shrubs must be trimmed in a manner consistent with existing plant shape. 4. Dead or diseased branches are to be removed to promote regenerative growth and vigor of the remaining plant. 5. Where complete death of shrub or plant has occurred, the affected plant is to be removed immediately or at the next most opportune time, with replacement to be performed by the City. 6. All roots are to be removed as best possible to a depth of at least six (6) inches below soil grade, and appropriate soil, mulch, or other like fill is to be used to blend the repaired area into the existing bed design. 7. All plant materials removed from City bedding or ground areas are to be disposed of at the City's chipping and composting facility. 8. Hedge trimming shall be utilized to maintain in an "as-is" condition upon time of maintenance assumption. 9. Flowering plants, bulbs, or native flowers are to have their spent heads removed following bloom production and only after wilt of bloom has started.
Use of Fertilizers is Prohibited	
<ol style="list-style-type: none"> 1. No fertilizers of any type are to be used by contract maintenance in bedding areas. 	

Standard Operating Procedures for Mowing Operations

<i>Task</i>	Tree Trimming and Sago Palm Care
<i>Frequency</i>	Each Visit As Needed
<i>Procedure</i>	Trim low-hanging limbs to ensure maximum mower access to tree trunk areas.
	<ol style="list-style-type: none"> 1. Trim all low-hanging limbs protruding into operator equipment and reach zone. (Typically, within six feet of ground). 2. Remove and dispose of trimmed limbs at City's chipping facility on Canna Lane
	Remove pups from Sago Palms trunks on Oyster Creek Drive.
	<ol style="list-style-type: none"> 1. Remove pups from Sago palms using a hand trowel or other similar tool at every visit as needed. 2. Dispose of trimmed pups with other limbs and plant debris at City's chipping facility on Canna Lane.

Standard Operating Procedures for Herbicide Application

<i>Task</i>	Application of Weed Control Chemical
<i>Frequency</i>	Monthly or each visit, based upon labeled instructions.
<i>Procedure</i>	Apply a non-selective post-emergent herbicide, such as Roundup or an equally compatible herbicide to discourage weed growth in non-desirable locations.
	<ol style="list-style-type: none"> 1. Nonselective herbicide must be used by a legally certified applicator to maintain a weed free condition in non-planted bedding areas such as bare ground or decorative rock. 2. Non-selective herbicide must be used by a legally certified applicator in all Class C pocket parks to maintain a weed-free condition along the park side of residential fences and around all trees and obstacles, whether live or dead, or whether standing or fallen.
	Apply a selective post emergent weed-control chemical, such as Image, or an equally compatible herbicide to control established nutsedge, crabgrass, dollarweed, annual blue grass, and other like-weeds in non-desirable locations.
	<ol style="list-style-type: none"> 1. Decorative beds shall be treated by a legally certified applicator with a liquid post-emergent chemical according to manufacturer's labeled instructions
	Apply a selective pre-emergent weed-control chemical, such as Pendulum, or an equally compatible herbicide to prevent or control germination of weeds in non-desirable locations.
	<ol style="list-style-type: none"> 1. Decorative beds shall be treated by a legally certified applicator with a granular or liquid pre-emergent chemical according to manufacturer's labeled instructions.

SPECIFICATIONS FOR MOWING LOCATION

I. Maintenance Group One: Facilities

1. Government Complex
Includes all grounds and bed work at City Hall, Police Station, Library, Museum, and Civic Center.
2. Fire Station #1
Includes all grounds interior to the parking lot and forward from the building to the street, with a mowing strip surrounding the parking area and fences at a distance of six feet.
3. Fire Station #2
Includes grounds surrounding the structure using existing fences to square off and forward to the front boundary, Oyster Creek Drive.

II. Maintenance Group Two: Downtown Business

1. Downtown This Way R.O.W. and Medians
All medians, right-of-way, parking islands, or other greenery along This Way Street downtown from its intersection at Oak Drive to its intersection with the Highway 288 Overpass. Includes greenery around public seating areas.
2. Parking Way R.O.W. and Medians
All medians, right-of-way, parking islands, or other greenery along Parking Way Street from its intersection at Oak Drive to its intersection at This Way
3. West Way and West Way Court
All medians on West Way from access Road of State Highway 288 to its intersection with Circle Way. Also includes the circular median on West Way Court. Also includes maintenance of the West Way right-of-way immediately adjacent to all vacant or undeveloped properties and drainage ditches near the street.
4. Parking Place North and Parking Place South and Alden Dow Museum
All medians, right-of-way, parking islands, or other greenery alongside North and South Parking Place Streets downtown from their respective intersections with Center Way to Parking Way on the South and Circle Way on the North end. A small perimeter shall be mowed around the back of the Alden Dow Museum to meet the bank boundary next door.
5. Downtown That Way
All right-of-way and medians from intersection of This Way at Founder's Median to intersection of Parking Way. Includes landscaping around public seating areas.
6. Downtown Oak Drive Medians and Veterans Memorial Parkway
Includes all rights-of-way and medians from its intersection with Oyster Creek Drive on the North side to the intersection at Highway 288/332 and Magnolia Drive on its South Side.
7. Mall Median/Oyster Creek Drive (OCD Frequency 1)
Includes the SH 332 center median which starts at the entrance to Walmart and the Brazos Mall and includes all medians and right-of-way along Oyster Creek Drive to its intersection with Oak Drive, including the entrance drive into China Star restaurant.
8. Oyster Creek Drive (OCD Frequency 2)
All parkway and medians from Oak Drive to Old Angleton Road (C.R. 288)
9. Downtown Circle Way
Includes right-of-way near This Way at car wash to its intersection with West Way. Also includes bus stop median at its intersection with North Parking Place.

III. Maintenance Group Three: Streets, Medians, Parkways

1. Lake Road Parkway and Medians
All rights-of-way and medians from FM 2004 behind Target to Canna Lane.
2. Abner Jackson Parkway and Medians
Includes all rights-of-way and medians from end-to-end intersections at SH 332 near Carino's to the entrance of the DOW Complex. Also includes short section of Walflower street up to the bridge crossing behind Best Buy.
3. Oak Drive South Parkway and Medians
Includes all rights-of-way and medians from Youth Sportsplex entrance on Oak Drive South to the intersection at Highway 288/332.
4. This Way Parkway and Medians
Includes all rights-of-way and medians from State Highway 332 to the beginning of the Dow Refuge property. Also includes Buckeye Street right of way and medians entrance into Lowe's parking lot.
5. Willow Drive Parkway
Includes all rights-of-way from Oyster Creek Drive to Old Angleton Road (County Road 288).
6. Yaupon Drive Parkway and Medians
Includes all right-of-way and medians from Oyster Creek Drive to State Highway 2004. Also includes a small turn-in section of Crocus Drive near crossing guard area.
7. Residential Medians and Rights-of- Way
 - A. Includes two residential medians on Cherrywood; one median at Loganberry; one set of rights-of-way on That Way; one median at Laurel, one median at Chinaberry, one median at Any Way, one right-of-way on Any Way, one median on Oyster Creek Drive at Sandalwood; and one median on Huisache at Oak Dr.; Garland Street right-of-way; Sycamore Street right-of-way
 - B. One median at Timbercreek Drive/Bayou Rd intersection
8. Plantation Drive Parkway
Includes all right-of-way and ditch bottoms from edge of street, from Hwy 332/Magnolia Drive to the end of right-of-way near Cedar Street. Also includes four-corner area at Garland/Forest Oaks/Plantation intersection
9. Circle Way Parkway
All right-of-way on North side of street (soccer fields and backstops) between Oyster Creek Drive and Oak Drive.

IV. Maintenance Group Four: Class "C" Parks

1. Class "C" Pocket Park
All Class "C" Pocket Parks as indicated on map. Refer to section Standard Operating Procedures for Herbicide Application for more information on chemical Use in Class "C" Parks. This year includes a new pocket park area behind Leeder Court.
2. Medical Drive Parkway and Medians & Oleander Canal Parkway
All Parkway and Medians from Oak Drive South to Plantation Drive. Also includes Oleander Canal Parkway from Oak Drive South to a concrete lined ditch roughly opposite Canna Lane.
3. Crews Park
At dead-end of Oleander Drive toward South end of town. Bounded by freshwater canal on two sides, and homes on remaining two sides. Mowing and detailing to include all areas within park boundary, including detailing of privacy fences, around trees and down to water on Southwest side of park property.

4. Dunbar Park
All of Dunbar Park on both North and South sides of FM 2004, including entry road at Anchusa, all frontage through the ditches and up to the pavement, all sport backstop practice areas, interior and exterior of football field, extending North alongside the access road of SH288 to the old entry sign location. **EXCLUDES:** water tower and rental pavilion interior fenced areas.
5. Xeriscape Park
Small butterfly park at entrance to City Chipping Facility at 103 Canna Lane. **Front-to-back** boundary includes all grass from Canna Lane at the front to a line equal to the tree canopy at the back left behind the employee parking lot. **Left to right** boundaries include all grass from the employee parking lot on the left to a measurement of roughly 10 feet to the right of the split rail cedar fence to the right of the chipping site entry road.

V. Maintenance Group Five: Highways

1. State Highway 332 Overpass Slopes, Underpass, and Berm next to China Star Restaurant
Four tree-planted overpass and grassy slopes nearest to Oyster Creek Drive intersection, including all grass and mulched areas from top to bottom, side to side, and underneath slopes. Also includes triangular grass "island" and bermed bed on the right-of-way closest to the intersection next to China Star Restaurant.
2. Highway 288/Hwy 2004 North Triangle
All parkway between the highway drainage ditches at the intersection of Hwy 288 and FM 2004 toward the front and extending back to the nearest property boundary fences to the North and East.
3. Highway 288 Nolan Ryan Expressway
All right-of-way and medians along State Highway 288 from its Northern intersection with Oyster Creek near FM2004 to its Southern intersection with Dixie Drive. **Note that the tree planted slopes and bermed beds are a separate line item: V.1.
4. SH 288 North to Entry Sign
All highway medians from FM 2004 going North to the Center median entry sign near FM 220.
5. FM 2004 Medians
All FM 2004 medians from near Dunbar Park to the new overpass at the Old Angleton Road (County Road 288).

VI. Maintenance Group Six: Streets & Drainage

1. Dixie Drive Right of Way and Medians
All rights-of-way to the west of Dixie Drive and all medians in the center of the street, from its intersection with Oyster Creek Drive, ending with its intersection at Pine Street.
2. Plantation Drive Ditch, Right-of-Way, and Medians
All ditch bottoms, ditch slopes, right-of-way, and medians along the North side of Plantation Drive, from State Highway 332 to Medical Drive. Also, one small area on south side of Plantation for a distance of 210 feet, between Oleander Street and Silverlace Street.
3. Walnut Right-of-Way
Roughly 170 length x 20 feet wide of R.O.W. along the side 719 Walnut address. This is street right-of-way.
4. Walnut Bridge Crossings
Bridge/culvert structures on Walnut Drive between Oak Drive South and Plantation Drive.

VII. Maintenance Group Seven: Parks

1. *Southern Brazoria County Animal Shelter*
141 Canna Lane, from old landfill entry road on the West side to a point on the East side roughly equal to the driveway going into the old tree farm.
2. *Canna Lane Soccer Fields*
Two front soccer fields between CHI St. Luke's Brazosport and Rasco Elementary nearest to Canna Lane, including all property forward around the parking lot up the curb on Canna Lane.
3. *Abner Jackson Plantation Site and FM 2004 Frontage*
All highway frontage along North/West side of FM 2004 at Oyster Creek across from the back entrance of Brazos Mall to a point roughly equivalent with the power lines which cross FM 2004 toward Regal Storage, to the west of the Plantation Site.
4. *Wilderness Park Entrance*
All open space around the Wilderness Park parking lot and entry gate, including boat ramp, and wooden barrier fence.
5. *Bluebonnet Park*
All park property at the intersection of Anchusa and Dahlia Streets, up to the residential privacy fence at the back of the park.
6. *Cottonwood Park*
Two sections of park behind Cottonwood Street and Dogwood Street, bounded by residential fences on the South and West sides, and bounded on the North and East sides by the Centerpoint Energy high voltage transmission lines.
7. *Birch Street Park*
All park property South of 101 Birch Street, bounded by a drainage ditch at the back, Birch street at the front, privacy fence on the North, and running into Oyster Creek Drive Parkway on the South.
8. *Huisache Park & Triangle Median*
.5 acre park at 474 Huisache, extending between private residences to each side, and bounded by Oak Drive on the East and Huisache Street on the West. Also includes Huisache Triangle Median, at the intersection of Oak Drive and Huisache Drive.
9. *Timbercreek Parks*
Includes all pocket park areas in the Timbercreek Subdivision, after the second entrance of the Dow Diversion Dam property along Timbercreek Drive and ending at the second (back) intersection (both left and right sides) of Timbercreek Drive and bayou Road.

VIII. Maintenance Group Eight: Alternate Options

1. *Price Per Crew for Tree, Limb, and/or Storm Debris Removal*
This is an alternate option hourly price quote to be assigned for tree, debris, and/or limb removal activities as randomly called for. All debris cleared by this method shall be disposed of freely at the City's mulching facility so long as cut sizes meet limb size restrictions of _____ maximum length and _____ maximum width.
2. *Price per Crew for Litter Pickup in Parkways, Street Rights-of-Way, or Highway Rights-of-Way*
This is an alternate option hourly price quote for a **three-man crew** to be assigned for litter pickup activities as randomly called for.
3. *Price per Crew for repair of grounds through sand leveling or filling of vehicle ruts or for performing replanting services or irrigation repairs as necessary*
This is an alternate option hourly price quote for a three-man crew to be assigned for grounds repair activities such as, but not limited to: sand leveling, sod repairs, filling ruts, repairing irrigation systems, replanting plants, or other similar activities.

BID PROPOSAL

In addition to providing Unit Price and Group Total, vendor/bidder must also specify Manufacturer and Stock number where applicable.

I. GROUP ONE				
Item No.	Item Description	Estimated visits per year	Unit Price	Annual Total
I. 1.	Government Complex	42	\$	\$
I. 2.	Fire station #1	42	\$	\$
I. 3.	Fire Station #2	42	\$	\$
GROUP ONE TOTAL				\$

II. GROUP TWO				
Item No.	Item Description	Estimated visits per year	Unit Price	Annual Total
II. 1.	Downtown This Way Right-of-Way and Medians	48	\$	\$
II. 2.	Parking Way Right-of-Way and Medians	48	\$	\$
II. 3.	West Way and West Way Court	48	\$	\$
II. 4.	Parking Place North and South R.O.W. and Medians & Alden Dow Museum	48	\$	\$
II. 5.	Downtown That Way	48	\$	\$
II. 6.	Downtown Oak Drive Medians and Veterans Memorial Parkway	48	\$	\$
II. 7.	Mall Median/Oyster Creek Drive (OCD Frequency 1)	48	\$	\$
II. 8.	Oyster Creek Drive (OCD Frequency 2)	30	\$	\$
II. 9.	Downtown Circle Way	48	\$	\$
GROUP TWO TOTAL				\$

III. GROUP THREE				
Item No.	Item Description	Estimated visits per year	Unit Price	Annual Total
III. 1.	Lake Road Parkway and Medians	32	\$	\$
III. 2.	Abner Jackson Parkway and Medians	32	\$	\$
III. 3.	Oak Drive South Parkway and Medians	32	\$	\$
III. 4.	This Way Parkway and Medians	32	\$	\$
III. 5.	Willow Drive Parkway	32	\$	\$
III. 6.	Yaupon Drive Parkway and Medians	32	\$	\$
III.7.A.	Residential Medians and Rights-of-Way	32	\$	\$
III.7.B.	Residential Medians and Rights-of-Way Timbercreek/Bayou	32	\$	\$
III. 8.	Plantation Drive Parkway	32	\$	\$
III. 9.	Circle Way Parkway	32	\$	\$
GROUP THREE TOTAL				\$

IV. GROUP FOUR				
Item No.	Item Description	Estimated visits per year	Unit Price	Annual Total
IV. 1.	Class "C" Pocket Parks	24	\$	\$
IV. 2.	Medical Drive Parkway and Medians	24	\$	\$
IV. 3.	Crews Park	24	\$	\$
IV. 4.	Dunbar Park	32	\$	\$
IV. 5.	Xeriscape Park	24	\$	\$
GROUP FOUR TOTAL				\$

V. GROUP FIVE				
Item No.	Item Description	Estimated visits per year	Unit Price	Annual Total
V. 1.	State Highway 332 Overpass Slopes and Berm next to China Star Restaurant	24	\$	\$
V. 2.	Highway 288/Hwy 2004 North Triangle	12	\$	\$
V. 3.	Highway 288 Nolan Ryan Expressway	12	\$	\$
V. 4.	SH 288 to Entry Sign	12	\$	\$
V. 5.	FM 2004 Medians	12	\$	\$
GROUP FIVE TOTAL				\$

VI. GROUP SIX				
Item No.	Item Description	Estimated visits per year	Unit Price	Annual Total
VI. 1.	Dixie Drive Right-of-Way and Medians	24	\$	\$
VI. 2.	Plantation Drive Ditch Right-of-Way and Medians	24	\$	\$
VI. 3.	Walnut Right-of-Way	24	\$	\$
VI. 4.	Walnut Ditch Crossings	24	\$	\$
GROUP SIX TOTAL				\$

VII. GROUP SEVEN				
Item No.	Item Description	Estimated visits per year	Unit Price	Annual Total
VII. 1.	Southern Brazoria County Animal Shelter	32	\$	\$
VII. 2.	Canna Lane Soccer Fields	32	\$	\$
VII. 3.	Abner Jackson Plantation Site and FM 2004 frontage.	32	\$	\$
VII. 4.	Wilderness Park Entry	32	\$	\$
VII. 5.	Bluebonnet Park	32	\$	\$
VII. 6.	Cottonwood Park	32	\$	\$
VII. 7.	Birch Street Park	32	\$	\$
VII. 8.	Huisache Park & Triangle Median	32	\$	\$
VII. 9.	Timbercreek Parks	32	\$	\$
GROUP SEVEN TOTAL				\$

VIII. GROUP EIGHT		
Item No.	Item Description	Hourly Rate
VIII. 1.	Price Per Hour for Tree, Limb, and Debris Removal	\$
VIII. 2.	Price Per Hour for Litter Pickup	\$
VIII. 3.	Price Per Hour for Repair of Grounds	\$
GROUP EIGHT TOTAL		\$

In submitting this bid proposal, bidder represents as more fully set forth in the agreement, that bidder has examined copies of all the contract documents and of the following Addenda:

Addendum No. _____, Dated _____

BIDDER:	
ADDRESS:	
PHONE:	
EMAIL:	

AUTHORIZED REPRESENTATIVE

TITLE

AUTHORIZED SIGNATURE

DATE

CONTRACTOR REFERENCES

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of _____ offers the City of Lake Jackson, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation

The above item as detailed per specifications and any exceptions if offered (check one):

- Without exceptions With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Lake Jackson, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: _____

Authorized Representative: _____

Signature: _____

Title: _____

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.

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.

If there is no relationship, write N/A in Box 1 and sign the form.

OFFICE USE ONLY

Date Received:

1 Name of vendor who has a family, business, or employment 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 City of Lake Jackson officer or employee 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 City of Lake Jackson officer or employee AND the taxable income is not received from the City of Lake Jackson?

Yes No

C. Does the City of Lake Jackson officer or employee serve as an officer or director, or hold an ownership interest of one percent or more, in the vendor's company?

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