

REQUEST FOR BIDS

**CONROE PARKS AND RECREATION DEPARTMENT
CARL BARTON JR. PARK**

**ANNUAL MOWING AND LANDSCAPE SERVICES AND
ATHLETIC FIELD MANAGEMENT
SERVICES BID**



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

BIDS DUE THURSDAY JULY , 2017 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

BID NOTICE FOR COMPETITIVE SEALED BIDS

The City of Conroe will receive Competitive Sealed Bids in quadruplicate for the City of Conroe Annual Mowing & Landscaping and Athletic Field Management Services Bid, located in Montgomery County, Texas. The bids shall be appropriately marked **“2018-702 Annual Mowing & Landscaping and Athletic Field Management Services Bid”** and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301.

Bids are due on **Thursday July 19, 2018 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 3rd floor conference room, 300 West Davis St. Conroe Texas. Bids received after the specified time and date will be returned unopened.

Specifications and bid documents may be reviewed and downloaded online at www.cityofconroe.org Purchasing Department, with instructions for download from Vendor Registry. Questions concerning this bid should be directed to Lauren Arnold, Parks Superintendent (936-522-3843) larnold@cityofconroe.org

No bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

Pursuant to *Texas Local Government Code Section 252.043*, the City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted value set forth in the request for bids and the ranking evaluation of the bids received. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.

CC 7/2/18 & 7/9/18

CITY OF CONROE, TEXAS

CITY OF CONROE

1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bids *in quadruplicate* on the prescribed forms or copies thereof, in a sealed envelope marked "**2018-702 Annual Mowing & Landscaping and Athletic Field Management Services Bid**". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. Questions and Inquires:

Bidders desiring further information or interpretation must request such information or interpretation from:

Bid Questions:

Kristina Colville, Purchasing Manager
P.O. Box 3066
Conroe, TX. 77305
Office: 936-522-3830

Specification Questions:

Lauren Arnold, Parks Superintendent
P.O. Box 3066
Conroe, TX. 77305
Office: 936-522-3843

3. Submission of Bids:

Four (4) copies of each proposal shall be submitted to the address below by the time and date set fourth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: July 19, 2018 @ 2:00 PM

Mail: City of Conroe
 Soco Gorjon, City Secretary
 P.O. Box 3066
 Conroe, TX. 77305

Physical: City of Conroe
 Soco Gorjon, City Secretary
 300 W. Davis
 Conroe, TX. 77301

4. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

Best Value Selection Criteria:

- | | |
|---|---------|
| a) Proposed cost of services. | 30 Pts. |
| b) Meets all qualifications described herein. | 30 Pts. |
| c) Bidder's principle place of business (§271.905). | 20 Pts. |
| d) References of current customers. | 20 Pts. |

5. **Bidders:**

Bidders desiring Purchasing information or interpretation must request such information or interpretation from the Purchasing Department. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

6. **Bid Evaluation and Award:**

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the **Best Value** to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

7. **Term of Contract:** This Contract shall be for one (1) year (12 Mos.) with no change in price with the option to renew for up to three (3) years in one-year increments with no change in price.

8. **Communications:**

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

9. **Substitutions:**

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

10. **Default:**

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

11. **References:**

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

12. Delivery of Proposals:

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

13. Corrections:

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

14. Materials and Services:

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

15. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

16: Conditions of Work:

Bidders are expected to be fully informed of specifications and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

17. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any

failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

18. Insurance Requirements:

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed. The City shall be an additional named insured under the Contractors policy, which may not be reduced or terminated without ten (10) days written notice to the City.

	COVERAGE	LIMITS
A.	Worker's Compensation	- Minimum required by Texas Law
B.	Employer's Liability	- \$ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D.	Public Liability (Property damage)	- \$1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- \$ 200,000 each person
F.	Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section prior to commencing any work under this agreement.

19. Independent Contractor Relationship:

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

20. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

21. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by

the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

22. Unit Prices: The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

23. Change Orders: The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PURCHASING DEPARTMENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum

24. Ethical Standard: No City official or employee shall have interest in any contract resulting from this "RFB". Individuals with a possible conflict will enact a public disclosure record by completing a "Conflict of Interest" form. The following forms should be returned completed with the bid package:

- **Form CIQ.**
- **1295 certificate of Interested Parties and Conflict of Interest Questionnaire:**

The two forms stated above MUST be returned as part of your bid response. Failure to include these forms may result in your bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the bid. The notarized 1295 with the certificate number must be included with your bid. The web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are Attached) **Reference Bid # 2018-702 on Form 1295**
(https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- **House Bill 89 Verification Form**
- **Senate Bill 252 Certification Form**

25. **Payment:** Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

Proposal Agreement and Certification

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- D. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail)

**ANNUAL MOWING & LANDSCAPE
AND ATHLETIC FIELD MANAGEMENT SERVICES BID
CONROE PARKS & RECREATION DEPARTMENT
CARL BARTON JR. PARK**

SCOPE OF WORK

1.0 OBJECTIVE

1.1 The objective of this bid is to obtain mowing and landscape services, turf management services, and athletic field maintenance and marking for the City of Conroe Parks and Recreation Department for Carl Barton, Jr. Park. Carl Barton, Jr. Park is a regional park consisting of 22 athletic fields, over 45 acres of common areas, a 2.5 acre pond, trails and landscaping. It is the intent of these specifications for the Contractor to provide a complete, timely, safe, and professional job during the duration of this contract. The purpose of these specifications is to describe the minimum requirements of the City of Conroe for an annual services contract. This contract shall be performed entirely at Carl Barton Jr. Park.

2.0 GENERAL SPECIFICATIONS

- 2.1 Bids are based by function, frequency, and annual total of each function, as described by the annual Maintenance Program.
- 2.2 All bidders must meet or exceed the minimum specifications to be considered as a valid bid.
- 2.3 Contractor will be monitored by the Parks and Recreation Director or his representative.
- 2.4 Contractor is an independent contractor and not an agent or employee of the City. Contractor shall provide all labor, materials and equipment necessary to provide the services required by this agreement. Contractor shall have control over the execution of the work and shall have the sole responsibility and obligation for the hiring and supervision of its employees. **CONTRACTOR SHALL BE SOLEY RESPONSIBLE FOR THE SAFETY OF ITS EMPLOYEES.**
- 2.5 The Director or his representative will have the right to add or deleted any scheduled maintenance cycle based on an as-needed basis (i.e. prevailing weather, special events, etc.)
- 2.6 The Contractor shall submit to the City a proposed mowing schedule. Mowing shall be completed between the hours of 7:00 a.m. and 5:00 p.m. unless approved otherwise by the Director or his representative. No work shall be performed on weekends or holidays, unless specifically approved by the Director or his representative. The Contractor's schedule shall be flexible to allow for changes to program or event schedules. The Contractor is responsible for coordinating all services to be performed through the Parks and Recreation office so that minimal disruptions occur to scheduled events, programs and rentals.
- 2.7 The Contractor shall have sufficient equipment to complete the requirements of this contract. The Contractor shall have adequate backup equipment in reserve to allow for breakdowns. Insufficient equipment shall be cause for rejection of any and all bids.
- 2.8 The Contractor shall at no time subcontract any portion of this contract without prior written approval of the City of Conroe Parks and Recreation Director or his representative.
- 2.9 The Contractor shall be responsible for the behavior of his/her employees. The Contractor's employees will act and behave in a professional manner at all times while performing maintenance for the City. Any contact with the public must be courteous. The Contractor must have a supervisor on site at all times who can communicate in the English language.
- 2.10 The Contractor and/or his/her employees shall have a uniformed, clean and professional appearance. Cutoffs, torn or ripped clothing, or shirtless employees will not be acceptable.
- 2.11 The Contractor shall employ methods as to such that employees have gone through background checks and drug testing. The City may at any point request documentation as proof.
- 2.12 The Contractor and/or his/her employees who operate a motor vehicle within the boundaries of City of Conroe properties shall meet the license and insurance requirements of the State of Texas.
- 2.13 The Contractor and/or his/her employees shall refrain from smoking while on City of Conroe property. *Code of Ordinances Section 26-174 (a) (10).*

- 2.14 Any hazardous conditions or damaged City property observed during normal maintenance or as the result of the Contractor's maintenance must be reported to the Parks and Recreation Administrative office at (936) 522-3842 immediately by the Contractor.
- 2.15 All chemical applications shall be performed by a licensed Commercial Pesticide Applicator in accordance with federal, state, and local regulations. Proof of license is required prior to any chemical treatment.
- 2.16 The Contractor shall communicate via email, phone or fax the Director or his representative to report work completed each week that maintenance is performed under this contract.
- 2.17 The Contractor shall provide a valid telephone and/or cell phone number that will be answered at all times during normal working hours.
- 2.18 Site acreage given is approximate only. The Contractor is responsible for visiting the park site prior to submitting a bid for this contract. No exceptions will be made after bid is awarded.
- 2.19 The bid shall include the BID SHEET for duration of twelve (12) months.
- 2.20 The Contractor shall submit BID SHEET and BID BREAKDOWN SHEET to qualify as an acceptable bid.
- 2.21 The contractor shall provide three valid names, addresses and telephone numbers of references in which contractor has performed similar services.
- 2.22 The contract will begin on an agreed upon date and serve for twelve (12) months. This contract may be renewable at the discretion of the City of Conroe for three (3) additional one (1) year period(s) provided the successful bidder has performed satisfactorily. The City of Conroe reserves the right to end the contract at its discretion. A thirty (30) day written termination notice is required by either the Contractor or the City of Conroe to terminate contract.
- 2.23 Invoices may be submitted bi-weekly for completed work. Acceptance by the City of Conroe shall constitute all items bid being received and in good working order to the City of Conroe's satisfaction. If a site is determined to be unsatisfactory the Contractor will have 24 hours after notification by the City of Conroe to comply otherwise the site will be considered incomplete. The Contractor shall not invoice for return trips necessary to complete any deficiencies discovered by the contract administrator or for any services not performed due to site conditions. **NO PAYMENT WILL BE MADE FOR INCOMPLETE WORK.**
- 2.24 For additional information contact Lauren Arnold Parks Superintendent, 1504 Parkwood West, Conroe, Texas 77301, (936) 522-3843.

3.0 PROGRAM FUNCTION SPECIFICATION

3.1 Mowing & Landscaping

- 3.1.1 Equipment - Reel type rotary mowers will be required for mowing athletic fields. Rotary mowers shall be used on common areas. Equipment must be operated at a speed to provide the optimal desired cut. All equipment shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.
- 3.1.2 Mow - Contractor shall use proper mowing equipment standard to the turf industry. Mow height shall be a minimum of two (2) inches and a maximum of two and one half (2 ½) inches in all common areas. Mow height shall be a minimum of one (1) inch and a maximum of one and one half (1 ½) inches for all athletic fields. The Contractor shall mow as close as practical to all fixed objects but no greater than thirty (30) inches, exercising extreme care not to damage trees, plants, shrubs or other equipment which are part of the facility. Excessive grass clippings left on turf areas shall be properly removed from the site immediately. Contractor damage to irrigation system including sprinkler heads will be the responsibility of the contractor. Proper care shall be made to prevent turf scalping. Contractor shall not mow under rainy or wet conditions in which rutting occurs or the appearance of tire marks are evident. The Contractor shall be held responsible for any rutting caused by his/her equipment. Mower blades shall remain sharp for proper grass cut. Bagging mower cuttings is not required.
- 3.1.3 Edging - Contractor shall edge by means of vertical cutting any and all plant material that encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, clean and neat and maintain a minimum depth of one (1) inch and a minimum width of one quarter (1/4) inch. **STRING LINE TRIMMERS WILL NOT BE ACCEPTABLE FOR EDGING.**
- 3.1.4 String Line Trimming - All turf areas that cannot be cut by mowers shall be cut by string line equipment. All trimming must be accomplished concurrently with mowing operations. Even turf cut shall be required. STRICT CAUTION shall be maintained in trimming around tree trunks and other plant materials. Contractor will be responsible for replacement or compensation for damaged plant materials.
- 3.1.5 Weed Control – Tree wells and landscape beds shall remain weed free for the duration of this contract. This can be accomplished by pulling or chopping weeds in a manner so that minimal disturbance occurs to landscape bed. Pre-emergent or post-emergent chemical treatment by a licensed applicator shall be considered as an acceptable method for controlling weeds in tree wells and landscape beds with prior approval by the Parks Superintendent. Final approval of pesticides rests solely with the City of Conroe. At no time will the contractor be allowed to cut off weeds using a string line trimmer.
- 3.1.6 Mulching – Contractor shall mulch all tree wells and landscape beds one time per year. Contractor shall spread mulch in a uniform thickness maintaining a minimum depth of three (3) inches.
- 3.1.7 Debris Disposal – All trash and general debris shall be removed prior to each mowing. Any trash or paper mowed over by the contractor shall be picked up immediately after occurrence. All fallen tree branches less than 3” diameter shall be removed before each mowing. Excessive grass clippings shall be removed.
- 3.1.8 Common areas will be mowed a minimum of one (1) time per week all year. Common areas shall be defined as any open area free of woody vegetation and are subject to mowing under this contract. Athletic fields will be mowed a minimum of two (2) times per week during the spring and summer seasons and a minimum of one (1) time per week during the fall and winter seasons. Athletic fields shall be defined as any turf area within a chain link fence area with the exception of electrical distribution areas or any turf area with established corners, i.e. football or soccer fields. Mowing schedule can be adjusted at the discretion of the Parks and Recreation Department.

3.2 Turf Management

- 3.2.1 Turf grass Weed Control (Pre/Post Emergent) – Use of herbicides is permitted by a licensed applicator and must be applied in accordance with all federal, state and local regulations. A valid copy of Contractor's Commercial Pesticide Applicators License shall be required prior to any chemical application. Contractor shall apply pre/post emergent chemical treatment to athletic fields. Contractor shall target grassy weeds, sedges and broadleaf weeds during the spring/summer months and broadleaf weeds during the fall/winter months. Contractor shall make recommendations to the City regarding types of chemicals to be used for approval. Chemical shall be labeled for intended use on athletic fields. Contractor shall post notice of chemical application and re-entry time prior to any chemical application as required by federal, state, or local law. Final approval of pesticides rests solely with the City of Conroe.
- 3.2.2 Core Aeration – Contractor shall perform core aeration to a minimum depth of four inches on athletic fields to reduce compaction four (4) times per year. Contractor shall mark each sprinkler head and valve box prior to aeration to prevent damage. Contractor damage to irrigation system including sprinkler heads will be the responsibility of the contractor. Removal of cores is not necessary. Contractor may use a rotary mower for the first scheduled mowing following aeration to break up the cores. Core aeration shall coincide with fertilizer application.
- 3.2.3 Turf Fertilization – Contractor shall apply a quality fertilizer with a micro nutrient packet to achieve approximately four pounds of nitrogen per 1,000 ft² on athletic fields four (4) times per year. Each application should apply approximately one pound of nitrogen per 1,000 ft². Fertilizer's nitrogen formulation shall consist of a blend of 60% water soluble (quick release) and 40% water insoluble (slow release). Contractor shall use a fertilizer blended with K-Mag for the October fertilization. Fertilizer application shall coincide with core aeration. Fertilizer blends shall be submitted for approval by the Parks Superintendent. Final approval of fertilizer blends rests solely with the City of Conroe.
- 3.2.4 Over-seeding – Contractor shall over seed athletic fields and entrance medians with a 3-way perennial ryegrass blend at a rate of 8 lbs. per 1,000 ft². Contractor shall spread seed evenly, applying ½ of the recommended amount in one direction and the remaining ½ in the opposite direction to avoid skips or misses. Over seeding shall occur when optimal ground temperature will promote seed germination, usually in October but no later than November 1st. Ryegrass blends shall be submitted for approval by the Parks Superintendent. Final approval of selected ryegrass variety rests solely with the City of Conroe.
- 3.2.5 Fire Ant Control – Contractor shall apply a broadcast fire ant bait to provide yearlong fire ant control. Final approval of selected ant control pesticides rests solely with the City of Conroe.
- 3.2.6 Verticut and Sweep – Contractor shall verticut and sweep all turf areas on athletic fields to remove thatch build up one (1) time per year.
- 3.2.7 Athletic Field Turf Topdressing – Contractor shall provide an athletic field turf topdressing treatment two times per year and shall coincide with core aeration and fertilization treatments. Contractor shall provide a uniform topdressing treatment to achieve a ¼" layer of topdressing material. A ¼" layer of topdressing material equals approximately 0.8 cubic yards of material per 1,000 ft². A dry compost enriched sandy loam material is the preferred topdressing material. Final approval of selected topdressing material rests solely with the City of Conroe.
- 3.2.8 Turf Insect/Fungus Control – (**As needed**) Contractor may be requested by the City to provide turf treatment when obvious insect or fungal turf damage occurs. Contractor shall identify turf pest and notify the City with recommendations for control. Final approval of selected insect/fungal pesticides rests solely with the City of Conroe. Contractor shall submit a per acre application rate plus a percentage markup over costs on supplies if any.

3.3 Athletic Field Management (Alternate Bid)

- 3.3.1 Baseball / Softball Diamonds – Contractor shall provide dragging of thirteen (13) baseball / softball diamonds to achieve a level playing surface twice per week excluding game field preparations. Contractor shall alternate drag patterns as to not create “bowls” in the skinned areas. Contractor shall wet skinned areas prior to dragging. Contractor shall maintain edges where turf and dirt meet to prevent turf runners.
- 3.3.2 Mound, Home Plate and Bases Work – Contractor shall patch any holes that develop at the pitching mound, home plate and bases twice weekly to restore each field to the proper playing conditions.
- 3.3.3 Lip Work – Contractor shall remove any material along the edges where the turf meets the dirt once per week. Proper treatment will be with a broom, blower and/or hose.
- 3.3.4 Multi-use / soccer fields – Contractor shall maintain nine (9) regulation soccer fields. Contractor shall maintain all soccer nets on thirty (30) City owned goals.
- 3.3.5 Athletic Field Marking – Contractor shall provide field markings for a multitude of field configurations and sports for City of Conroe programs, its collaborative partners, scheduled tournaments, and its permitted customers on an as needed basis. Watering, dragging and chalking of each baseball/softball field shall be performed once per day on every game day. Painting of foul lines shall be performed once per week. Painting of soccer/football/multi-purpose fields shall be performed once per week.
- 3.3.6 Laser-grading – Contractor shall laser-grade all baseball and softball fields every two years to achieve adequate slope for proper field drainage.

BID SHEET
ANNUAL MOWING SERVICES CONTRACT
CONROE PARKS AND RECREATION DEPARTMENT
CARL BARTON, JR. PARK

Company Name: _____

Address: _____

Phone: _____

Owner or Representative: _____

(Print)

Signature: _____ Date: _____

TURF MANAGEMENT TOTAL BID: \$ _____

ALTERNATE BIDS

○ **ATHLETIC FIELD MANAGEMENT TOTAL BID: \$** _____

○ Turf Insect/Fungus Control (as requested)

Per Acre Application Rate: \$_____/Acre

Supplies Markup Percentage _____% over cost

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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

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

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

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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.

("Company or Business Name")
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date