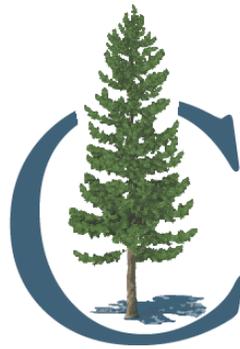


REQUEST FOR BIDS

CITY OF CONROE

**MOWING SERVICES BID #32919
WEDGEWOOD PROPERTIES**



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

BIDS DUE THURSDAY APRIL 18, 2019 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids, one (1) original and three (3) copies, for the Mowing Services Bid. The proposals shall be appropriately marked “**Bid #32919 - City of Conroe Wedgewood Properties Mowing Services Bid.**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Proposals will be publicly opened and read on **Thursday April 18, 2019 at 2:00 p.m.** in the 3rd Floor conference room at City Hall (300 West Davis).

Instructions for downloading specifications and bidding documents from Vendor Registry are on the City of Conroe Website, www.cityofconroe.org , Departments, Purchasing.

No proposal may in any way qualify, modify, substitute or change any part of the specifications contained herein.

The City of Conroe reserves the right to reject any and all offers, award parts of bids and to waive informalities in submission of proposals. The City of Conroe also reserves the right to award this proposal to the lowest most qualified responsible bidder meeting all the specifications or to the bidder who provides goods or services at the best value for the City taking certain evaluation factors into consideration as set forth in the this proposal.

3/25/19 & 4/2/19

CITY OF CONROE, TEXAS

CITY OF CONROE

1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bids, one (1) original and three (3) copies, on the prescribed forms or copies thereof, in a sealed envelope marked "**Mowing Services – City of Conroe Wedgewood Properties Bid #32919**". 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:

Specification Questions:

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

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

3. Submission of Bids:

Four (4) sets of each proposal shall be submitted one (1) original and three (3) copies to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: April 18, 2019 @ 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. 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.

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. Corrections:

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

7. 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.

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. | 20 Pts. |
| b) Meets all qualifications described herein. | 30 Pts. |
| c) Past experience and relationship with the City | 20 Pts. |
| c) Bidder's principle place of business (§271.905). | 15 Pts. |
| d) References of current customers. | 15 Pts. |

8. Reimbursements:

There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

9. Termination of Services:

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 requirements of this proposal.

10. Term of the Contract and Renewals:

The initial term will be from bid award until September 30, 2019. This contract allows 5 additional one year renewals. Price increases will be considered before each renewal and must be agreed upon by city contract administrator.

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 Bids:

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. Reimbursements:

There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

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 Bidder 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. Ethical Standard

No City official or employee shall have interest in any contract resulting from this bid. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

Refer to "Project Number and Title" on the 1295 form. Example forms are included with this Bid.

- **1295 certificate of Interested Parties**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 252 Verification Form**

The four 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 web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are attached)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

17. 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.

18. 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.

19. 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.

20. Independent Contractor Relationship:

The Bidder 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 Bidder 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 Bidder selected by this Bid 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.

21. 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.

22. 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.

23. **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.
24. **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

25. **Violation of Contract, Law or Ordinances:**

In the event the consultant, its agents, representatives, employees, or volunteers are found willfully violating any law, ordinance, or provision of this contract, or becomes objectionable and offensive to the Public or City personnel, the said contractor shall be required to remove any such person from participating in this contract.

26. **Payment:** Payment will be scheduled within thirty (30) days upon receipt of an original invoice for the services provided in accordance with the terms and conditions of the award.

27. **Minimum Standards for Prospective Bidders:**

A prospective offeror must affirmably demonstrate their ability to meet the following requirements. The City may request representation and other information sufficient to determine the offeror's ability to meet the minimum standards listed below.

- 1) Have adequate financial resources, or the ability to obtain such resources as required.
- 2) Be able to comply with the required or proposed completion schedule.
- 3) Have satisfactory record of performance with similar projects.
- 4) Be otherwise qualified and eligible to receive an award and enter into a contract with the City of Conroe.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

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.

- A. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- 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 Address)

**ANNUAL MOWING SERVICES BID
CITY OF CONROE
WEDGEWOOD PROPERTIES
SCOPE OF WORK**

1.0 OBJECTIVE

- ❖ The objective of this bid is to obtain mowing services for the City of Conroe Wedgewood Properties. It is the intent of these specifications for the Contractor to provide a complete, timely, safe, and professional job during the duration of the contract. The purpose of these specifications is to describe the minimum requirements of the City of Conroe for an Annual Mowing Services Contract. **The contract will be for twelve (12) months with the option for renewal of three (3) years at no change in price.**

2.0 GENERAL SPECIFICATIONS

- ❖ Bids are based by function, frequency, and annual total of each function, as described by the Annual Maintenance Program.
- ❖ All bidders must meet or exceed the minimum specifications to be considered as a valid bid.
- ❖ The Contractor will be monitored by the Parks Superintendent and/or their representative.
- ❖ The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall provide all labor, materials and equipment necessary to provide the services required by this agreement. The Contractor shall have control over the execution of the work and shall have sole responsibility and obligation for the hiring and supervision of its employees. **THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF ITS EMPLOYEES.**
- ❖ The Parks Superintendent and/or their representative will have the right to add or delete any scheduled maintenance cycle based on an as-needed basis (i.e. prevailing weather, drought, special events, etc.).
- ❖ The Contractor shall submit to the City a proposed mowing schedule. Mowing services shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless approved otherwise by the Parks Superintendent and/or their representative. The Contractor's schedule shall be flexible to allow for changes to program or event schedules. No work shall be performed on weekends or holidays, unless specifically approved by the Parks Superintendent and/or their representative.
- ❖ The Contractor shall have adequate backup equipment in reserve to allow for breakdowns. Insufficient equipment shall be cause for rejection or termination of any and all bids. A list of equipment may be requested by the City.
- ❖ The Contractor is responsible for the behavior of their 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.
- ❖ The Contractor and/or their employees shall have a clean and professional appearance. The Contractor and/or their employees shall be required to work in a clean uniformed shirt. Uniformed shirt shall indicate company's name in a manner that is clearly identifiable to the public. Cutoffs, torn or ripped clothing, or shirtless employees will not be acceptable.
- ❖ The Contractor shall be responsible for replacement or compensation for damage to any City property as a result of his/her work.
- ❖ Smoking is prohibited on all City properties. The Contractor and/or their employees shall refrain from using tobacco and non-tobacco (vaping) products while on City property.

- ❖ Any hazardous conditions or damaged City property observed during normal maintenance or as the result of the Contractor's maintenance must be reported immediately by the Contractor to the Parks and Recreation Administration office at (936) 522-3842.
- ❖ The Contractor shall correspond via email, telephone or fax with the Parks Superintendent and/or their representative(s) daily to report work completed each day that maintenance is performed under this contract.
- ❖ The Contractor shall provide a valid telephone and/or cell phone number that will be answered at all times during normal working hours.
- ❖ Site acreage is given in approximate only. The Contractor is responsible for visiting each site prior to submitting a bid for this contract. **NO EXCEPTIONS WILL BE MADE AFTER BID IS AWARDED.**
- ❖ Maintenance cycle shall be defined as one or more of the following tasks being performed per site: mowing, edging, string line trimming and blowing.
- ❖ Some sites may have restricted gate access by either access code, ID badge or padlock key.
- ❖ The Contractor shall prearrange any road closures needed to complete services through the City of Conroe Public Works Department and the Parks and Recreation Department.
- ❖ The bid shall include the BID SHEET for a duration of twelve (12) months.
- ❖ The Contractor **MUST** submit BID SHEET to qualify as an acceptable bid.
- ❖ The Contractor shall provide three valid names, addresses, and telephone numbers of references in which the Contractor has performed similar services.
- ❖ 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 periods at no change in price, 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 this contract.
- ❖ Invoices may be submitted monthly for completed work. **NO PAYMENT WILL BE MADE FOR INCOMPLETE 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 nor for any services not performed due to site conditions.
- ❖ For additional information contact: **Parks and Recreation Facilities** - Lauren Arnold, Parks Superintendent, 1504 Parkwood West, Conroe, Texas 77301, (936) 522-3843 or email larnold@cityofconroe.org;

3.0 PROGRAM FUNCTION SPECIFICATIONS

The maintenance requirements and mowing schedule for Wedgewood properties are listed in the following section. A map is provided to clarify the boundaries of the properties.

- ❖ **Equipment** – The Contractor shall use proper mowing equipment standard to the turf industry. Rotary mulching mowers will be required in all mowing. Bush-hog rotary mowers of any size are not permitted. Other types of grass cutting equipment may be used provided they have been approved by the City representative. All equipment must be operated at a speed to provide the optimal desired cut. All equipment shall be kept in good operation condition and shall be maintained to provide a clean sharp cut of vegetation at all times. The Contractor shall be responsible for any damage caused by faulty equipment (i.e. fluid leak on turf). All equipment shall have all safety guards, shrouds and discharge shoots properly in place and in good condition while performing services. Altered or missing safety guards, shrouds and discharge shoots on/from equipment shall be grounds for immediate termination of contract.
- ❖ **Mowing/Blowing** – Mow height shall be a minimum of two (2) inches and a maximum of three (3) inches. The Contractor shall mow as close as practical to all fixed objects (but no greater than 30 inches), exercising extreme care not to damage trees, plants, shrubs, or other equipment which are part of the facility. Mowing shall include all grassy areas within the facility. Additionally, mowing shall include designated public ditches adjacent to each site. **THE CONTRACTOR SHALL NOT MOW DURING PERIODS OF RAIN OR WHENEVER THE POSSIBILITY OF RUTTING WILL OCCUR.** The Contractor shall be held responsible for any rutting caused by his/her equipment. Proper care shall be taken to prevent turf scalping. Cutter blades shall remain sharp for proper grass cut. The Contractor shall mow in a direction that minimizes grass clipping discharge onto sidewalks and hard surfaces, tree wells and landscape beds or residential properties. The Contractor shall blow off grass clippings from sidewalks, curbs and streets. At no time will the Contractor be permitted to blow clippings or debris into storm sewers or left in a place where it can be carried by water runoff into storm sewers.
- ❖ **Edging** – The Contractor shall use proper equipment standard to the turf industry. The 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. Contractor shall perform task using a vertical rotary bladed edging device. Use of string line trimmers for edging is strictly prohibited and will result in deductions from Contractor's monthly invoice.
- ❖ **String Line Trimming** – The Contractor shall use proper equipment standard to the turf industry. 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 maintained equal to mowing height. **STRICT CAUTION** shall be maintained in trimming around tree trunks and other plant materials.
- ❖ **Litter/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 three (3) inches in diameter shall be removed from site before each mowing. Disposal of trash, debris and tree limbs is available by approval at the Dean Towery Service Center, 401 Sgt. Ed Holcomb Blvd. South / 77304.
- ❖ Contractor shall mow and string line trim around all stationary objects including but not limited to trees, shrubs, benches, bollard posts, signage, etc. located within the established fairway.
- ❖ Contractor shall mow as close as practical around all stationary objects located within the established roughs and out of bounds areas.
- ❖ Contractor shall mow, string line trim, and edge adjacent to all hard surfaces including but not limited to cart paths, sidewalks, curbs, and streets regardless of location. Contractor shall blow off all clippings from hard surfaces.
- ❖ Contractor shall mow and string line trim around all established water hazards, ponds and sand bunkers.

BID SHEET

ANNUAL MOWING SERVICES CONTRACT

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

OWNER OR REPRESENTATIVE: _____

(PRINT)

SIGNATURE: _____

Program # 1 (Mowing, Weeding, Trimming, etc.)

Cost per visit Tract A (0.93 acre): \$ _____

Cost per visit Tract B (2.78 acres): \$ _____

Cost per visit Tract C (6.26 acres): \$ _____

Cost per visit Tract D (20.54 acres): \$ _____

Cost per visit Tract E (3.45 acres): \$ _____

Cost per visit Tract H (3.20 acres): \$ _____

Total Cost per Visit: \$ _____ X 30 Visits: \$ _____

*Contractor may submit a one-time clean up fee to bring the properties up to a condition that allows for routine services.

Cost (if any) for one time cleanup \$ _____

TOTAL BID: \$ _____

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

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

("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

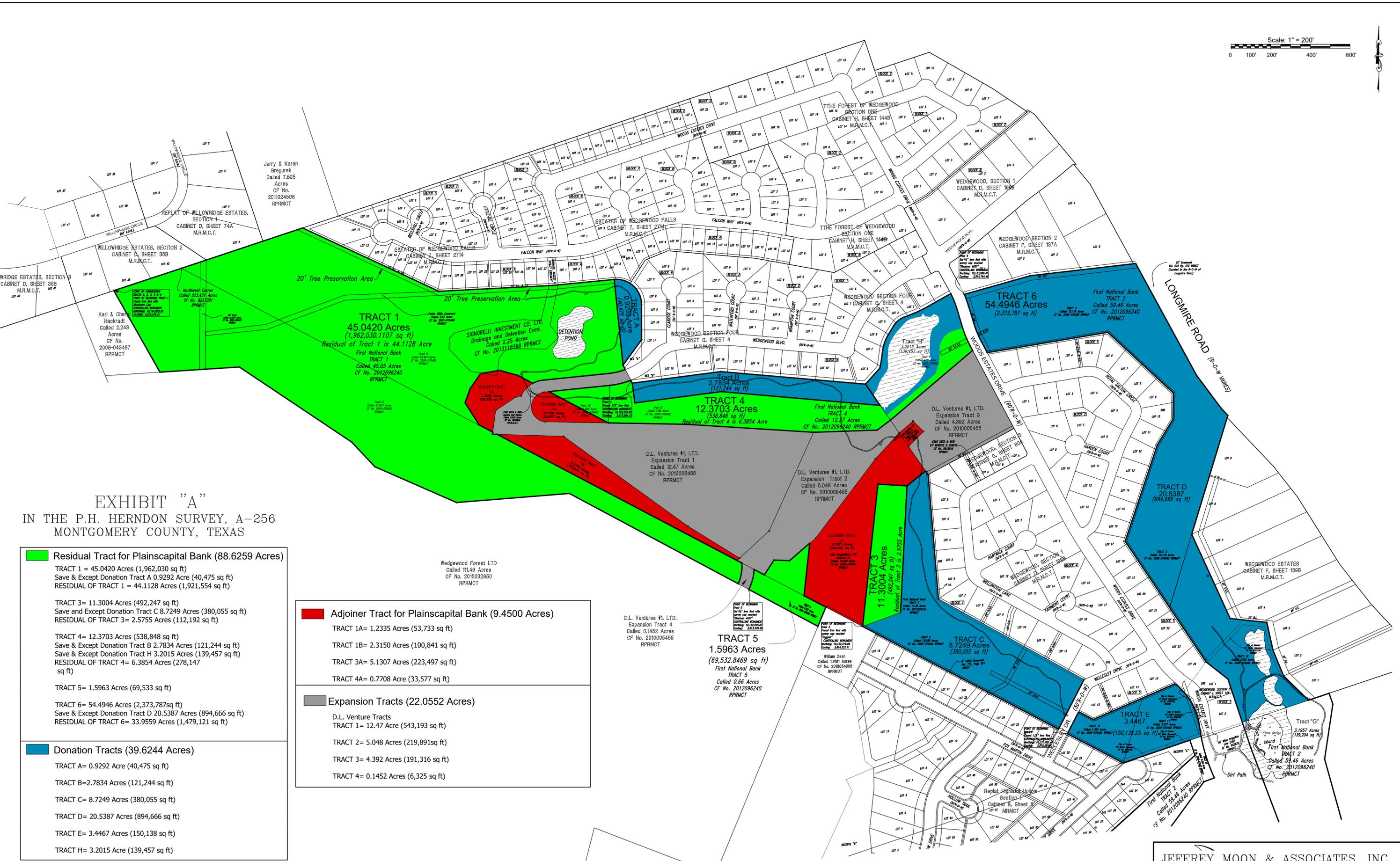


EXHIBIT "A"
 IN THE P.H. HERNDON SURVEY, A-256
 MONTGOMERY COUNTY, TEXAS

- **Residual Tract for Plainscapital Bank (88.6259 Acres)**
 - TRACT 1 = 45.0420 Acres (1,962,030 sq ft)
 - Save & Except Donation Tract A 0.9292 Acre (40,475 sq ft)
 - RESIDUAL OF TRACT 1 = 44.1128 Acres (1,921,554 sq ft)
 - TRACT 3 = 11.3004 Acres (492,247 sq ft)
 - Save and Except Donation Tract C 8.7249 Acres (380,055 sq ft)
 - RESIDUAL OF TRACT 3 = 2.5755 Acres (112,192 sq ft)
 - TRACT 4 = 12.3703 Acres (538,848 sq ft)
 - Save & Except Donation Tract B 2.7834 Acres (121,244 sq ft)
 - Save & Except Donation Tract H 3.2015 Acres (139,457 sq ft)
 - RESIDUAL OF TRACT 4 = 6.3854 Acres (278,147 sq ft)
 - TRACT 5 = 1.5963 Acres (69,533 sq ft)
 - TRACT 6 = 54.4946 Acres (2,373,787 sq ft)
 - Save & Except Donation Tract D 20.5387 Acres (894,666 sq ft)
 - RESIDUAL OF TRACT 6 = 33.9559 Acres (1,479,121 sq ft)
- **Donation Tracts (39.6244 Acres)**
 - TRACT A = 0.9292 Acre (40,475 sq ft)
 - TRACT B = 2.7834 Acres (121,244 sq ft)
 - TRACT C = 8.7249 Acres (380,055 sq ft)
 - TRACT D = 20.5387 Acres (894,666 sq ft)
 - TRACT E = 3.4467 Acres (150,138 sq ft)
 - TRACT H = 3.2015 Acre (139,457 sq ft)

- **Adjoinder Tract for Plainscapital Bank (9.4500 Acres)**
 - TRACT 1A = 1.2335 Acres (53,733 sq ft)
 - TRACT 1B = 2.3150 Acres (100,841 sq ft)
 - TRACT 3A = 5.1307 Acres (223,497 sq ft)
 - TRACT 4A = 0.7708 Acre (33,577 sq ft)
- **Expansion Tracts (22.0552 Acres)**
 - D.L. Venture Tracts
 - TRACT 1 = 12.47 Acre (543,193 sq ft)
 - TRACT 2 = 5.048 Acres (219,891 sq ft)
 - TRACT 3 = 4.392 Acres (191,316 sq ft)
 - TRACT 4 = 0.1452 Acres (6,325 sq ft)

Final Revision: 10/23/2018 AC
 Revision: 10/18/2018 AC
 Revision: 10/17/2018 AC
 Revision: 10/08/2018 AC
 Revision: 10/05/2018 AC
 Exhibit "A": 10/01/2018 AC
 Revised: 01/23/2018
 Revised: 01/05/2018
 Revised: 07/25/2016
 Date: 05/03/2016
 Job No: 17-p-55



Michael Glezmann
 Michael Glezmann
 Registered Professional
 Land Surveyor No. 4627

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