

REQUEST FOR ROPOSALS

CITY OF CONROE

**DEISON TECHNOLOGY PARK
MOWING AND LANDSCAPE MAINTENANCE
RFP #091219**



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

PROPOSALS DUE THURSDAY, SEPTEMBER 12, 2019 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

BID NOTICE FOR COMPETITIVE SEALED BIDS

The City of Conroe will receive Competitive Sealed Bids in triplicate for the City of Conroe Deison Technology Park Annual Mowing and Landscape Services Bid # 091219, located in Montgomery County, Texas. The bids shall be appropriately marked “**Deison Technology Park Annual Mowing and Landscape Services Bid # 091219**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301.

Bids are due on **Thursday September 12, 2019 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 Vendor registry. Go to www.cityofconroe.org, Purchasing Department, How to do Business. Questions concerning this bid should be directed to Danielle Scheiner, Executive Director CEDC.

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 8/23/19 & 8/30/19

CITY OF CONROE, TEXAS

**CITY OF CONROE
PURCHASING DEPARTMENT
BID REQUEST**

Sealed Bids shall be clearly marked **DO NOT OPEN, BID #091219 DEISON TECHNOLOGY PARK – MOWING AND LANDSCAPE MAINTENANCE**, and mailed to the attention of the City Secretary, Soco Gorjon, City of Conroe, P. O. Box 3066, Conroe, Texas 77305 or Physical Address 300 W. Davis St. Conroe, Texas 77301.

Date: 08/20/19_____.

Firm bids will be received until: 2:00 P.M. on September 12, 2019_____.

For: CEDC – Danielle Scheiner_____.

For Additional Information Contact: Kristina Colville Purchasing Manager at 936/522-3830

<i>DESCRIPTION</i>	TOTAL FROM BID SHEET
Total cost for mowing and landscape maintenance at the Deison Technology Park	

The undersigned hereby offers to furnish and deliver the articles or services as specified within this proposal at the prices and terms stated herein and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made: _____ Cash Discounts _____% _____ Days

Names of Business: _____

Mailing Address: _____

City _____ State _____ Zip _____

By: _____ Title _____

Phone: _____ E-Mail Address: _____

REQUEST FOR PROPOSAL (RFP)

Deison Technical Park Mowing and landscape Maintenance Services

INTRODUCTION

The purpose of this RFP is to solicit proposals to provide Mowing and Landscape Maintenance Services at the Deison Technical Park located in Montgomery County.

If you are interested in your organization being considered for this project, please submit one (1) original and two (2) copies of your proposal to:

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 St.
Conroe, TX. 77301

Due Date: On or before 2:00 PM on Thursday, September 12, 2019.

All proposals shall be in a sealed envelope clearly marked “**RFP 091219 – Deison Tech Park Mowing and Landscape Maintenance**”

QUESTIONS AND INQUIRIES

Any person with questions regarding the scope of work contact:

Danielle Scheiner, Executive Director CEDC dscheiner@cityofconroe.org

Answers will be provided to all Candidates receiving RFP's as a written addendum. Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

SELECTION PROCESS

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:

- | | |
|--|-----------|
| 1. Training and Experience | 10 Points |
| 2. Past and/or current professional accomplishments, especially in relation to the type and magnitude of work required for the particular project; | 20 Points |
| 3. Capacity for timely completion of the work; | 15 Points |
| 4. Nature, quantity and value of comparable work previously performed and presently being performed; | 10 Points |
| 5. Size of Firm | 10 Points |
| 6. Past Performance on Public Contracts | 10 Points |
| 7. Local Participation | 10 Points |
| 8. Cost | 15 Points |

INTERVIEWS

Oral interviews may be arranged at the discretion of the evaluation team to assist in making the final selection.

If negotiations with the most qualified proposer are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation followed by a purchase order.

The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

PROPOSERS

Proposers desiring Purchasing information or interpretation must request such information or interpretation from the Purchasing Department. Should a Proposer 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.

DELIVERY OF PROPOSALS

It is the proposer'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.

CORRECTIONS

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

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.

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.

COMMUNICATION

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 offeror from any obligation with regard to their response to this invitation.

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.

ETHICAL STANDARD

- No City official or employee shall have interest in any contract resulting from this "RFP". Individuals with a possible conflict will enact a public disclosure record by completing a "Conflict of Interest Questionnaire" form.
- Section 2252.908 is a new ethics law that was enacted by H.B. 1295 in 2015. It prohibits a city from entering into certain contracts with a business entity unless the business entity submits a form called a disclosure of "interested parties," and the city confirms with the Texas Ethics Commission that it received the form. For a tutorial and instruction for filing Form 1295, please see the link. **Use 091219 as the project description.**

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

CONDITIONS OF WORK

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

RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The Owner also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful Candidate and the Owner is executed, or upon the Owner's rejection of all proposals.

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.

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.

DISCLOSURE

There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

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.

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.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain 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 RFP 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.

TERM OF CONTRACT

The contract shall be for one (1) year with the option for up to four (4) one (1) year renewals.

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.

COVERAGE	LIMITS
Workers Compensation	Minimum required by law
Employer’s Liability	\$1,000,000.00 each occurrence
Public Liability (Bodily injury)	\$1,000,000.00 combined single limit
Public Liability (Property Damage)	\$1,000,000.00 combined single limit
Automobile Liability (Bodily Injury)	\$1,000,000.00 each person
Automobile Liability (Property Damage)	\$1,000,000.00 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer’s compliance with this section.

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.

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.

UNIT PRICES

The unit price of each of the bid items in the bid proposal shall include it 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.

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

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.

MINIMUM STANDARDS FOR PROSPECTIVE PROPOSERS

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.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items may result in their proposal being rejected.

❖ Tab I – Cover Letter

Provide a cover letter indicating your firm's understanding of the requirements and qualifications relating to this proposal. The letter must be brief and formal from the proposer and provide information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

❖ **Tab 2 – Acceptance of Conditions**

Indicate any exceptions to the requirements, specifications, terms and conditions of this RFP, including the Scope of Services.

❖ **Tab 3 – Company Background**

1. Years in business under present name.
2. Name and address of office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

❖ **Tab 4 – Experience of Key Personnel**

1. List key personnel that will be assigned or oversee this contract.

❖ **Tab 5 – References (1 – Page Maximum)**

Provide references from cities that your firm has provided services to, similar to this scope of work, in whole or in part.

❖ **Tab 6 – Pricing and Supplemental Information**

Include pricing page/Bid Sheet, Insurance, 1295 Form, Conflict of Interest Form, HB 89 Form, SB 252, all submittals as stated in the scope of work and any and all other pertinent information.

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)
Printed)

(Name of Authorized Agent –

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

ATTACHMENT A

DESCRIPTION OF MAINTENANCE TO BE PERFORMED

IRRIGATION MAINTENANCE

1. Perform a maintenance walk through of the irrigation system the first week of each month of the year (12 times a year). Each walk through should consist of:
 - a. Noting any dry or excessively wet spots for adjustment of watering.
 - b. Provide to the Owner a report noting the deficiencies and method and timing of corrections and repairs, as well as a cost to do so that will be approved by Owner before performing maintenance work.

PLANTING BED MAINTENANCE

1. Maintain planting beds by pruning, weeding, watering and cultivating 19 times a year based on the attached frequency chart. Remove only injured, dying or dead branches from trees and shrubs; prune to retain natural character.
2. Re-mulch all planting beds three times per year during the February, June and October visits.
3. Re-plant the flowers in planting beds three times per year during the February, June and October visits.

MOWING/WEED-EATING

1. Mow Sahara Bermuda Grass areas seven times per year based on the attached frequency chart.
2. Mow Zoysia Grass areas 35 times per year based on the attached frequency chart.
3. Weed-eat along sidewalks and edges of planting beds during mowing visits.
4. Blow clippings off paved areas during mowing visits.

FERTILIZATION

1. Fertilize trees, shrubs and native grasses once a year in the spring.
2. Fertilize all planting beds three times per year with a slow release fertilizer during the February, June and October visits.
3. Fertilize grass with Triple13 one time in mid-March, first week of July and first week of September. Apply a fall fertilizer during late October.

HERBICIDE APPLICATION

1. Apply a pre-emergent herbicide to all grass areas the first week of February and herbicide at least every six weeks to control weeds during the growing season.

ATTACHMENT B

FREQUENCY CHART

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Irrigation Maintenance													
Maintenance Walk-through	1	1	1	1	1	1	1	1	1	1	1	1	12
Planting Bed Maintenance													
Prune, Cultivate, Water, Weed etc.	1	1	2	2	2	2	2	2	2	1	1	1	19
Re-Mulch all beds and Re-Plant flowers in beds	0	1	0	0	0	1	0	0	0	1	0	0	3
Mowing/Weed-Eating													
Sahara Bermuda Grass Areas	0	0	1	0	1	1	1	1	1	0	1	0	7
Zoysia Grass	1	1	2	3	5	4	4	5	4	3	2	1	35
Fertilization													
Trees, Shrubs and Native grasses	0	0	0	1	0	0	0	0	0	0	0	0	1
Flower beds	0	1	0	0	0	1	0	0	0	1	0	0	3
Grass	0	0	1	0	0	0	1	0	1	1	0	0	4
Herbicide Application													
Grass	0	1	0	1	0	1	0	1	0	0	0	0	4

BID SHEET

**DEISON TECH PARK
ANNUAL MOWING AND LANDSCAPE
MAINTENANCE SERVICES CONTRACT**

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

OWNER OR REPRESENTATIVE: _____

(PRINT)

SIGNATURE: _____

Irrigation Maintenance:

Walk-Thru Total Cost per Visit: _____ X 12 Visits: _____

Planting Bed Maintenance:

Pruning/Weeding
Total Cost per Visit: _____ X 19 Visits: _____

Re-mulch/Re-plant Flowers
Total Cost per Visit: _____ X 3 Visits: _____

Mowing/Weed-Eating:

Sahara/Bermuda Grass Areas
Total Cost per Visit: _____ X 7 Visits: _____

Zoysia Grass Areas
Total Cost per Visit: _____ X 35 Visits: _____

Fertilization:

Shrubs, Planting Beds & Native Grasses
Total Cost per Visit: _____ X 1 application: _____

Flower Beds

Total Cost per Visit: _____ X 3 applications: _____

Grass

Total Cost per Visit: _____ X 4 applications: _____

Herbicide Application:

Grass

Total Cost per Visit: _____ X 4 applications: _____

TOTAL BID: _____

(Put this total also on Bid Sheet, page #1)

***Replacement/readjustment of irrigation components will be paid for on a cost plus basis after a quote is accepted by the Owner.**

***Assuming that the maintenance schedule is adhered to, replacement of dead/diseased plants and/or trees will also be paid for on a cost plus basis after a quote is accepted by the Owner.**

**ATTACH CERTIFICATE OF LIABILITY INSURANCE
(HERE)**

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