

REQUEST FOR BIDS

CITY OF CONROE

**0922-22 POND AND FOUNTAIN MAINTENANCE
SERVICES BID**



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

BIDS DUE THURSDAY, SEPTEMBER 22, 2022 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE FOR BIDS

The City of Conroe will receive Sealed Bids in triplicate for the City of Conroe Parks Annual Pond and Fountain Maintenance Services Bid, located in Montgomery County, Texas. The bids shall be appropriately marked “**0922-22 Parks Annual Pond and Fountain Maintenance Services Bid**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301.

Bids are due on **Thursday September 22, 2022 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 1st floor Council Chambers, 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, Vendor Registry. Questions concerning this bid should be submitted electronically through Vendor Registry.

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 9/5/22 & 9/12/22

CITY OF CONROE, TEXAS

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 with no change in price with the option to renew for four (4) additional one (1) year periods. Price increases will only be considered at the renewal time and will only be allowed upon approval by the City of Conroe Contract Administrator.

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 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.

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 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.

- **SB1295 certificate of Interested Parties**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 252 Verification Form**
- **SB 19**
- **SB 13**

The 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

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 POND & FOUNTAIN MAINTENANCE SERVICES BID CITY OF CONROE

SCOPE OF WORK

1.0 OBJECTIVE

- ❖ The objective of this bid is to obtain pond & fountain maintenance services for the City of Conroe. 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 Pond & Fountain Maintenance Services Contract.

2.0 GENERAL SPECIFICATIONS

- ❖ Bids are based by function, frequency, and annual total of each function.
- ❖ All bidders must meet or exceed the minimum specifications to be considered as a valid bid.
- ❖ The Contractor will be monitored by the Parks and Recreation Director and/or their representative(s).
- ❖ 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 SOLEY RESPONSIBLE FOR THE SAFETY OF ITS EMPLOYEES.**
- ❖ The Director or his 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 maintenance schedule. Maintenance services shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless approved otherwise by the Director or his representative(s). 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 Director or his representative.
- ❖ The Contractor shall provide all equipment, labor, trucks, and materials necessary to perform the required services. No equipment, materials or personnel shall be provided by the City of Conroe.
- ❖ 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. A list of equipment may be requested by the City.
- ❖ The Contractor is responsible for the behavior of his/her employees. The Contractor's employees will act and conduct themselves 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 his/her employees shall have a clean and professional appearance. The Contractor and/or his/her 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 his/her 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 Director or his 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.
- ❖ 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.
- ❖ Some sites and facilities will require performing services on certain days and times to minimize disruption of services and/or programs.
- ❖ 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. 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, Assistant Director – Park Operations, 1504 Parkwood West, Conroe, Texas 77301, (936) 522-3843 or email LAarnold@cityofconroe.org;

3.0 SCOPE OF SERVICE

The purpose of this contract is to provide preventative measures to reduce the occurrence of unsightly, unsafe, or unhealthy conditions in the City ponds/waterways through routine inspections of water quality and fountain/aerator operations, aquatic vegetation control, wildlife control/management and trash/debris removal. The City's priority is to avoid fish kills while controlling vegetation growth and extending the life of waterway features such as fountains, aerators and lighting.

❖ ROUTINE INSPECTIONS

The contractor shall visit each site a minimum of one (1) time per month for the following purposes:

- Water Quality Analyses – Test water quality through the following parameters to include, but not limited to:
 - pH
 - Total Alkalinity
 - Dissolved Oxygen
 - Carbon Dioxide
 - Copper
 - Orthophosphates
 - Ammonia Nitrogen
 - Total Hardness
 - Water Temperature
 - Clarity
- Chemical Treatment – Treat for the following and bill the City of Conroe for cost of materials at the rate identified in the bid as needed.
 - Treatment of noxious aquatic vegetation such as, but not limited to, Common Duckweed, Filamentous Algae, Chara, Plantonic Algae, Bushy Pondweed, Water Primrose, American Pondweed & Cattail
 - Apply fertilizer and lime as needed
 - Treat for water clarity such as, but not limited to, suspended siltation
 - Apply pond dye
 - No chemical treatment shall be performed when winds are greater than 5 MPH or rain is imminent
- Mechanical Equipment Inspections
 - Inspect, clean and test fountains/aerators
 - Inspect, clean and test fountain/aerator lighting
 - Replace bulbs at the rate identified in the bid as needed

❖ ANNUAL INSPECTIONS

The contractor shall visit each site a minimum of one (1) time per year for the following purposes:

- Mechanical Equipment Inspections
 - Disconnect the fountain/aerator from the power source and physically inspect the aerator
 - Inspect the underwater cable(s) for any cuts, cracks or breaks as these may cause electrical shorts
 - Inspect and clean the pumping chamber components and screens
 - Clean out debris from intake
 - Inspect floats for leaks and cracks

4.0 GENERAL TASKS, STANDARDS & QUALIFICATIONS

- ❖ All ponds contain wildlife, which may include fish, turtles, waterfowl and frogs.
- ❖ All labor must be performed under the direction of a Certified Fisheries Professional.
- ❖ Current TDA Pesticide Applicators License is required for applying chemicals in public aquatic environments. A copy of the applicator's license shall be included with the bid.
- ❖ Contractor should be familiar with regulations related to public waterways in the State of Texas.

- ❖ All employees shall have proper safety devices and equipment. All equipment and personal protective equipment shall meet OSHA standard 1926.106 and any applicable standards defined in the Texas Water Safety Act Title 4 Chapter 31.
- ❖ Inspection reports are required for all visits, whether any treatment is applied. Inspection reports shall be submitted via email within twenty-four (24) hours after inspection.
- ❖ Application reports shall be submitted via email within twenty-four (24) hours of application. Report shall include location, date and time of application, air temperature, dissolved oxygen level, and a detailed description of application material, quantities, and methods.
- ❖ All chemicals used in the performance of this contract shall be environmentally safe and meet all federal, state, county and city regulations.
- ❖ Chemicals used shall be non-toxic to fish, wildlife and humans.
- ❖ The Contractor's personnel shall have in their possession, at all times, all permits, licenses, Safety Data Sheets (SDS) and other information required by federal, state and local regulations.

5.0 SERVICE LOCATIONS & EQUIPMENT

- ❖ **Veterans Memorial Park** – 1776 Freedom Blvd. / 77301
 - 2.93 Acres
 - Three (3) AQUAMASTER Masters Series
 - 10 H.P.
 - 3 Phase
 - 480 Volt
 - Four (4) 120V 21Watt LED Light Set
 - Five (5) AQUAMASTER Masters Series
 - 5 H.P.
 - 3 Phase
 - 480 Volt
 - Four (4) 120V 18Watt LED Light Set
- ❖ **Carl Barton, Jr. Park** – 2500 S. Loop 336 East / 77302
 - 3.0 Acres
 - One (1) OTTERBINE Equinox
 - 5 H.P.
 - 3 Phase
 - 230 Volt
 - Four (4) MR 16 LED Light Set
- ❖ **Owen Park** – 10245 Owen Drive / 77304
 - 3.6 Acres
 - Two (2) OTTERBINE Sunburst
 - 5 H.P.
 - Single Phase
 - 230 Volt
 - Four (4) 6.5W LED Light Set
- ❖ **Wedgewood Greenbelt** – Woods Estate Dr. / 77304
 - 1.65 Acre Pond
 - .35 Acre Pond

6.0 Fish Population Survey & Stocking (Alternate Bid)

- ❖ On an annual basis (1x/year) the Contractor shall conduct an annual fish population survey/report by seine or electrofishing.
- ❖ Based on the annual fish populations survey/report the Contractor shall submit a plan for restocking at a rate identified in the bid as needed.

BID SHEET

**ANNUAL POND AND FOUNTAIN MAINTENANCE SERVICES
CONROE PARKS AND RECREATION DEPARTMENT**

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

OWNER OR REPRESENTATIVE: _____
(PRINT)

SIGNATURE: _____

ROUTINE INSPECTIONS

*Per Visit rate shall include all labor, equipment & trip fees.

Veterans Memorial Park

○ Total Cost per Visit: \$ _____ X 12 Visits: \$ _____

Carl Barton, Jr. Park

○ Total Cost per Visit: \$ _____ X 12 Visits: \$ _____

Owen Park

○ Total Cost per Visit: \$ _____ X 12 Visits: \$ _____

Wedgewood Greenbelt

○ Total Cost per Visit: \$ _____ X 12 Visits: \$ _____

ANNUAL INSPECTIONS

*Per Visit rate shall include all labor, equipment & trip fees.

Veterans Memorial Park

○ Total Cost per Visit: \$ _____ X 1 Visit: \$ _____

Carl Barton, Jr. Park

○ Total Cost per Visit: \$ _____ X 1 Visit: \$ _____

Owen Park

○ Total Cost per Visit: \$ _____ X 1 Visit: \$ _____

Wedgewood Greenbelt

○ Total Cost per Visit: \$ _____ X 1 Visit: \$ _____

TOTAL BID: \$ _____

SERVICES BEYOND ROUTINE AND ANNUAL INSPECTIONS

LABOR \$ _____ (Per person per hour) TRIP FEE: \$ _____ (Per Trip)

SUPPLIES, MATERIALS, PARTS & FISH

Mark up: _____ %

ANNUAL FISH POPULATION SURVEY/REPORT (Alternate Bid)

Veterans Memorial Park

○ Total Cost per Visit: \$ _____ X 1 Visit: \$ _____

Carl Barton, Jr. Park

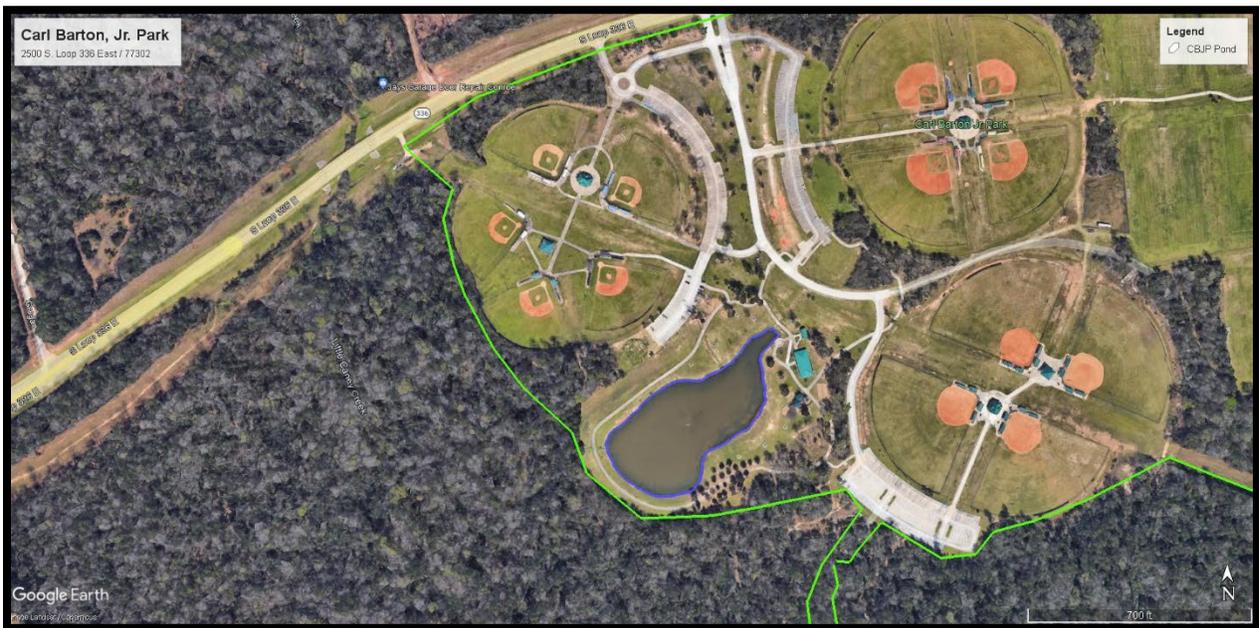
○ Total Cost per Visit: \$ _____ X 1 Visit: \$ _____

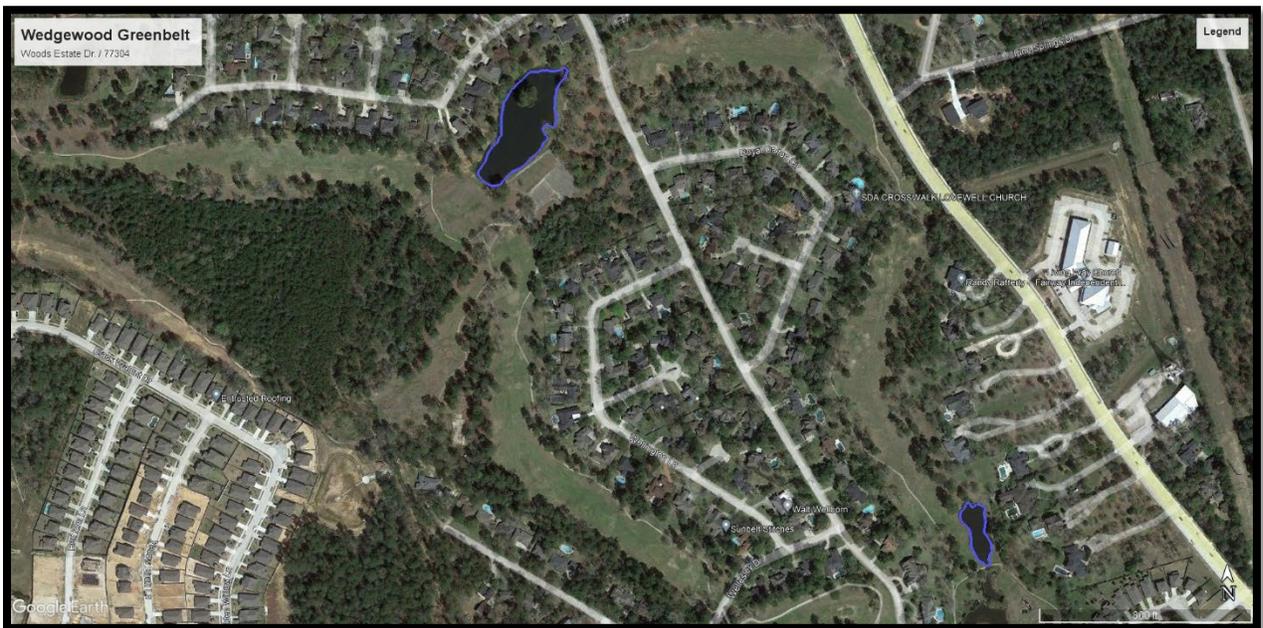
Owen Park

○ Total Cost per Visit: \$ _____ X 1 Visit: \$ _____

Wedgewood Greenbelt

○ Total Cost per Visit: \$ _____ X 1 Visit: \$ _____





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

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
6. "Firearm entity" means:
 - (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

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

("Company or Business Name")
Senate Bill 13 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 2274:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001.
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

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