

REQUEST FOR PROPOSAL

CITY OF CONROE

**PROVIDE LIDAR SURVEY RIGHT OF WAY DATA COLLECTION
AND EXTRACTION SERVICES**



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

RESPONSES DUE 04/27/2023 @ 2:00 PM

NOTICE FOR REQUEST FOR PROPOSALS

The City of Conroe will receive Sealed Proposals, electronically through Vendor Registry or delivered manually, in **quadruplicate** for the Public Works LIDAR Survey Right of Way Data Collection and Extraction Services in Montgomery County, Texas. The RFPs shall be appropriately marked “**0427-2023 Public Works LIDAR Survey Right of Way Data Collection and Extraction Services**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301 or submitted electronically at www.cityofconroe.org/departments/purchasing/current-proposal-bid-opportunities through vendor registry.

Bids are due on **THURSDAY, April 27, 2023 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 1st floor Council Chamber, 300 West Davis St. Conroe Texas. Bids received after the specified time and date will be returned unopened.

Specifications and RFP documents may be reviewed and downloaded online at www.cityofconroe.org/departments/purchasing/current-proposal-bid-opportunities through the vendor registry. Questions concerning this bid shall also be submitted on vendor registry.

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

For Vendor Registry information please visit:

www.cityofconroe.org/departments/purchasing/how-to-do-business .

Pursuant to Government Code Chapter 252 the City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the RFP that offers the best value to the City considering the selection criteria and weighted value set forth in the request for proposals and the ranking evaluation of the proposals received. The City reserves the right to reject any and all RFPs and to waive informalities in submission of RFPs.

CC: 04/06/23 & 04/12/23

CITY OF CONROE, TEXAS

REQUEST FOR PROPOSAL

RFP# 0427-2023

INTRODUCTION

The City of Conroe Public Works Department is seeking proposals to Provide LIDAR Survey Right of Way Data Collection and Extraction Services, as per the Project Scope of Work provided in this RFP.

The City of Conroe is interested in working with a firm that has extensive experience in Lidar Data Collection and Extraction Services. Previous experience with CarteGraph Asset Management Software is strongly preferred.

The City will also place strong emphasis on the evaluation criteria used to determine “The best Value” for the City of Conroe concerning this project.

Due Date: On or before 2:00 pm on April 27, 2023

All proposals shall be in a sealed envelope clearly marked “**RFP# 0427-2023 Provide LIDAR Survey Right of Way Data Collection and Extraction Services**”

If you are interested in being considered as a contractor for this project, please respond electronically through Vendor Registry or manually send responses to:

Physical:	Soco Gorjon, City Secretary 300 West Davis St. Conroe, TX. 77301	USPS:	Soco Gorjon, City Secretary P.O. Box 3066 Conroe, TX. 77305
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- Submittal Packet: Please return one original signed and bound RFP response (Labeled Original) and three copies of that original. Please include one original bid bond and three copies of that original, not bound. Please include one original of the ethics forms 1295, CIQ, HB89 and SB252, SB 19 & SB 13 along with three copies of each original, not bound.
 - One original RFP response labeled original, bound, three copies labeled copies
 - One original bid bond, three copies of that original, do not include them in the bound copies, they should be separate.
 - One original of the ethics forms and one copy of each, separate and not included in the bound RFP response.
- **ALL of the above may be included in the same box or envelope and sent to the address above.**

BIDDERS

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 oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

QUESTIONS AND INQUIRIES

All questions should be asked through Vendor Registry.

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 will select the proposal that offers the best combination of required specifications and best value for the City based upon the selection criteria below.

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.

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

Best Value Selection Criteria:

- | | |
|------------------------------------------------------------------|---------|
| a) Proposed cost of services. | 50 Pts. |
| b) Meets all qualifications and specifications described herein. | 20 Pts. |
| c) Bidder's principle place of business (§271.905). | 10 Pts. |
| d) References of current customers. | 10 Pts. |
| e) History and past work experience with the City | 10 Pts. |

INTERVIEWS

After written proposals are received and initially evaluated, the Owner may or may not require one or more of the Candidates to provide an oral presentation as a supplement to their proposals. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. 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.

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.

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 e-mail address.

CORRECTIONS

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

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 RFP.

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.

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 this bid, each bidder is expected to include in his base bid the cost of the items so specified. ***No alternate bids or bid items will be considered for this proposal.***

SCOPE OF WORK

Provided in the Scope of Work document included in this RFP

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 offer or 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 "Statement of Financial Interest" form.

Refer to Project number and title on the 1295 form. Example forms are included with this RFP.

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

The forms stated above MUST be returned as part of your RFP response. Failure to include these forms may result in your RFP being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the RFP. 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

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.

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 requirements of this proposal.

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
A. Worker’s Compensation	- As 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.

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.

CONDITIONS OF WORK

Proposers are expected to be fully informed of buildings, locations and working conditions under which the service will be performed, and to have thoroughly reviewed this RFP and specifications. Failure to do so will not relieve the successful proposer of any obligations to furnish the services as specified herein.

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.

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.

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 will result in their proposal being rejected.

❖ Tab 1 – Cover Letter

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides 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.

Please include all contact information.

❖ Tab 2 – Acceptance of Conditions

Indicate any exceptions to the 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 each concession 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 job. List experience in the company for each.

❖ **Tab 5 – References**

Provide references from companies that are similar in size and volume to the City of Conroe scope of work for which your company has, in whole or in part, provided services.

❖ **Tab 6 – Documents to include with your response**

1. Insurance Certificate
2. All Ethics Forms Required
3. Conflict of Interest Questionnaire
4. Detailed Scope of Work
5. RFP Pricing Sheet
6. Safety Plan

❖ **Tab 7 – Project Timeline and project plan for completion**

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. 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 not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. 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.
- E. 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.
- F. Agent shall **initial** each applicable item below to certify acknowledgement.

_____ Initial to indicate the required proposal submittals are enclosed.

_____ Initial to acknowledge receipt of addendum and/or amendment (if applicable).

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(Email)



**CITY OF CONROE
PUBLIC WORKS DEPARTMENT**

**Request for Proposal
Scope of Work**

**Provide LIDAR Survey Right of Way Data
Collection and Extraction Services**

RFP #0427-2023
Public Works Department
Project Scope of Work

Proposals are being requested to Provide LIDAR Survey Right of Way Data Collection and Extraction Services and bring that data into the current Public Works Asset Management Software CarteGraph

SECTION 1: BACKGROUND

1.1 General Information

The City is embarking project to upgrade its asset management system ensuring the system become GIS-centric – meaning all assets of the system will be GIS features. To empower this large transition, the City is seeking competitive proposals from qualified [ESRI Partner vendors](#) to collect 360° imagery and terrestrial LIDAR along public roads within the City’s Urban Growth Boundary. The consultant will then extract\derive transportation, roadway assets, and observed pavement conditions to populate the City’s enterprise GIS system and asset management system.

Project roadways within the Urban Growth Boundary are primary suburban and urban environments with centerline mile characteristics below:

Scope	Drive Direction	Linear Miles	Driving Miles
Highways (Inner and Outer Lanes)	2	0.00	0.00
Highways (Single Direction)	1	0.00	0.00
No Pub Access (Dual Direction)	2	0.06	0.12
No Pub Access (Single Direction)	1	7.27	7.49
Private Road (Dual Direction)	2	0.03	0.05
Private Road (Single Direction)	1	2.04	2.10
Standard Road (Dual Direction)	2	56.50	113.00
Standard Road (Single Direction)	1	388.43	400.08
Client Road (Single Direction)	1	0.00	0.00
Total		454.32	522.84

Mileage Plus 5% Buffer	548.98
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1.2 Contractor Services

The City is seeking proposals to hire a Contractor to provide the services contained within Section 2 on a continuing services basis. Services will be provided under renewable annual contracts with up to a maximum of four (4) additional one (1) year renewal periods. Under these contracts, work releases will be negotiated and assigned on an as needed basis based on the scope of requested services. The first year contract is anticipated to include all task and services. Subsequent requests and associated releases to update select information will be made on an as needed basis. For example, in years 3 and 5 services are anticipated in order to update the PCI for collector and arterial roadways.

SECTION 2: SCOPE OF REQUESTED SERVICES

The Contractor shall provide requested services on an “assignment by assignment” basis and for a “not to exceed” fee based on negotiations. The City makes no guarantee as to the volume of work, if any, that will be assigned in any given contract year. Each project assignment will consist of a specific scope of services as described in subsection 2.1.

2.1 General Scope

A. Task 1 – Project Management

- **Objective** - The City intends to pursue an aggressive timeline, with a target date of completion of all subsequent tasks end of fiscal year 2023 with the start date of contract execution. This will require careful project management and coordination between the successful proposer and City staff.
- **Deliverables**
 - The successful proposal will develop a project approach plan, schedule, and budget in consultation with City staff. The project plan will also identify the successful proposer’s project manager.
 - Shared project website or tool to allow virtual collaboration and communication and reporting of status of tasks.
 - Routine check-in meetings. Depending on phase or task of project and mutual agreement this may need to be as frequently as multiple times per week to monthly.

B. Task 2 – 360° Street Level Imagery and LIDAR Data Capture.

- **Objective** – Capture 360° orthorectified spherical street level imagery and LIDAR point clouds for the approximately 550 miles of public rights-of-way within the City’s Urban Growth Boundary. The City will provide GIS street centerline data of roads to be driven.
- **Requirements**
 - Survey vehicle’s camera and sensor systems must have clear field of view in all directions.
 - Survey vehicle must have positional accuracy of less than 6 inches on average.

- Imagery must be high resolution with no less than 75-megapixel images.
 - Imagery must be collected spatially frequently with points of capture being no less than 20 feet apart.
 - Imagery must be free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations.
 - All imagery and LIDAR must be tagged with appropriate metadata including Unique ID, date\time of capture, estimated accuracy, and camera orientation.
 - Imagery must be processed to blur faces and license plates to ensure privacy
 - All data must be captured in Coordinate system:
 - *CGS_North_American_1983*
 - *NAVD88_height_(ft US)*
 - Spatial Accuracy – Precise measurements of objects in space must have an average absolute standard deviation of 4 inches or less.
 - Geometric Accuracy-Precise measurement of imagery of 1 inch or less.
 - All imagery and LIDAR postprocessing will be conducted by the successful proposer.
- **Deliverables** - All post processed imagery and LIDAR must be hosted by the vendor and accessible by City staff in an easy to use “viewer” web tool. There is to be no limit of user logins. It is preferable that authentication of the viewer tool utilize the City’s Active Directory and thus enable a single sign on experience (SSO).
- Web tool:
 - Modern, responsive, and mobile friendly web app accessible for at least the duration of the contract.
 - Provides search capabilities including by address, coordinates or unique ID of extracted features (See Task 3 and 4).
 - 3D Measuring tools. Ability to determine location and dimensions in 3D space of objects in imagery (point, line, and area measurements).
 - Ability to create or draw markups\notes\shapes\persistent measurements within imagery.
 - Ability to export or download selected imagery, LIDAR point clouds, and feature shapes\markups in appropriate formats.
 - Ability to export saved views and images.

- Ability to share “workspaces” (point of view, markups, measurements, shapes, etc.) between users of the web tool.
- Ability to toggle between imagery and LIDAR point cloud views.
- Web viewer must have a modern JavaScript API for custom integrations with other City systems.
- Online support documentation.
- Responsive technical support services.
 - Directly available by telephone and email support during City of Conroe normal business hours.
- Option to purchase live and or curated training services.
- Summary report of miles driven, areas collected, and accuracy of data collected.
- The City recognizes that some streets may be undriveable or unpassable. The successful proposer in good faith will take every opportunity to try to capture all centerlines identified but will document which were not drivable and the reason and provide these undriven segments as GIS features in an ESRI File Geodatabase format.

C. Task 3 – ArcGIS Integration

- **Objective** - Provide and maintain tools\plugins\apps within ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, and Portal that integrates the collected imagery\LIDAR of Task 2, and PCI measurements of Task 4.
- **Requirements**
 - Integration tools\plugins\apps\APIs must be in support and in concert with ESRI’s software product lifecycle and new release cycle.
 - Ability to use the native editing capabilities of the ArcGIS platform to collect features in 2D or 3D from the imagery.
- **Deliverables**
 - Integrations with the above products which allow the viewing, measuring, and feature creation from the imagery, LIDAR and PCI measurements.
 - Online support documentation.
 - Responsive technical support services.
 - Directly available by telephone and email support during City of Conroe normal business hours.
 - Option to purchase live and or curated training services.

D. Task 4 – Pavement Condition Index (PCI)

- **Objective** – For centerlines only within City Limits, extract GIS pavement defects and segment PCI scores as defined by ASTM 6433.
- **Requirements**
 - The successful proposer will postprocess collected imagery and LIDAR.
- **Deliverables**
 - The successful proposer will deliver asset feature classes (as defined above in requirements) in an ESRI file geodatabase format in coordinate system and datum as defined in Task 2. The successful proposer will make these asset feature classes available in the Web tool of Task 2.
 - The successful proposer will provide orthorectified NADIR imagery of the City’s pavement as an imagery layer in the Web Tool as defined in Task 1 and in ESRI file geodatabase format in coordinate system and datum as defined in Task 1.

E. Task 5 – Pavement Roughness Inspection

- **Objective** – For centerlines only within City Limits, extract GIS pavement roughness defined by ASTM E950.
- **Requirements**
 - The successful proposer will postprocess collected pavement roughness and convert data to a ride condition index so that each section will have a ride score ranging from 1-100.
- **Deliverables**
 - The successful proposer will deliver asset feature class (as defined above in requirements) in an ESRI file geodatabase format in coordinate system and datum as defined in Task 2. The successful proposer will make these asset feature classes available in the Web tool of Task 2.

2.2 Completion of Work

All data collection work included under Task 2 shall be completed during weather conditions conducive to dry pavement and no later than August 31st of each calendar year that the contract is in place.

All deliverables for work included under Task 4 and Task 5 shall be completed and delivered to the City of Conroe in final form no later than August 31st of each calendar year that the contract is in place.

All other work shall be completed and delivered to the City of Conroe in final form within 180 days of data collection completed under Task 2.

SECTION 3: FEE PROPOSAL

A. Fee Proposal Form

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE	TOTAL PRICE
1	360° Street Level Imagery and LIDAR	550	Drive Miles	\$	\$
2	ArcGIS Integration				\$
3	Pavement Condition Index	550	Drive Miles	\$	\$
4	Pavement Roughness Inspection	550	Drive Miles	\$	\$
TOTAL BID AMOUNT					\$

B. Schedule of Values for Lump Sum Items

Negotiation of work assignments including lump sum items require the Contractor to provide a schedule of values apportioning the lump sum into quantifiable and measurable sub tasks with levels of effort and costs associated. The intent of this is for both the Contractor and the City to be able to agree ahead of time on what is included and how this work should be timely accounted for and properly compensated. Schedules of values are not required to be turned in with the proposal but will be required prior to execution of the contract.

C. Fee Breakdown

Anticipated subsequent work in years 3 and 5 to update the PCI information and Pavement Roughness Inspection information on Collector streets and higher, a fee breakdown is requested for the following listed items:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE	TOTAL PRICE
1	360° Street Level Imagery and LIDAR Data Capture	550	Drive Miles	\$	\$
2	Pavement Condition Index	550	Drive Miles	\$	\$
3	Pavement Roughness Inspection	550	Drive Miles	\$	\$

Provide this fee breakdown with your proposal, however, it will not be part of the evaluation criteria. Project Management hours will be estimated and adjusted utilizing information from the schedule of values for this task.

Appendix A

Item	Asset Description	Geometry Type	Geometry Description	Attribute Field	Notes
Individual Defects for Asphalt Pavement	Physical defects of asphalt paved streets as defined by ASTM 6433.	Polygon	Polygon encompassing area of defect	Unique ID	
				Defect Type	Defect Type Domain: Alligator Cracking, Bleeding, Block Cracking, Bumps and Sags, Corrugation, Patching & Utility Cut Patching, Polished Aggregate, Potholes, Railroad Crossing, Rutting, Shoving, Slippage Cracking, Swell, Weathering/Raveling, Depression, Edge Cracking, Jt. Reflection Cracking, Lane/Shoulder Drop Off, and Long & Trans Cr
				Severity	Domain: Low, Medium, High
				Confidence	Confidence of detection as percent
				Recorded At	Date and time of capture Ex: 2020-09-19 20:52:40.550
				Area	Area of polygon in square feet
				Length	Longest Length inside polygon area in feet
				360 Imagery URL*	
Individual Defects for Concrete Pavement	Physical defects of concrete paved streets as defined by ASTM 6433.	Polygon	Polygon encompassing area of defect	Unique ID	
				Defect Type	Defect Type Domain: Blow up/Buckling, Corner Break, Divided Slab, Durability Crack, Faulting, Joint Seal, Lane/Shoulder, 2Linear Cracking, Patching (Large), Patching (Small), Polished Aggregate, Popouts, Pumping, Punchout, Railroad Crossing, Scaling, Shrinkage, Spalling Corner, and Spalling Joint
				Severity	Domain: Low, Medium, High
				Confidence	Confidence of detection as percent
				Recorded At	Date and time of capture Ex: 2020-09-19 20:52:40.550
				Area	Area of polygon in square feet
				Length	Longest Length inside polygon area in feet
				360 Imagery URL*	

Appendix A

Item	Asset Description	Geometry Type	Geometry Description	Attribute Field	Notes
Concrete Segment PCI	Street Segment PCI for concrete paved streets as defined by ASTM 6433.	Polygon	Polygon encompassing area of street segment	Unique ID	
				PCI Score	Score will be value between 0 and 100 to nearest 2 decimal places
				PCI Rating	PCI Rating Domain: Good, Satisfactory, Fair, Poor, Very Poor, Serious, Failed, Undetermined
				Recorded At	Date and time of capture Ex: 2020-09-19 20:52:40.550
				Area	Area of polygon in square feet
				Length	Longest Length inside polygon area in feet
Asphalt Segment PCI	Street Segment PCI for asphalt paved streets as defined by ASTM 6433.	Polygon	Polygon encompassing area of street segment	Unique ID	
				PCI Score	Score will be value between 0 and 100 to nearest 2 decimal places
				PCI Rating	PCI Rating Domain: Good, Satisfactory, Fair, Poor, Very Poor, Serious, Failed, Undetermined
				Recorded At	Date and time of capture Ex: 2020-09-19 20:52:40.550
				Area	Area of polygon in square feet
				Length	Longest Length inside polygon area in feet

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

Senate Bill 19 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
3. "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(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

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