

# **REQUEST FOR PROPOSALS**

## **RFP 0408-2021 NETWORK CABLING AT CONROE CENTRAL WASTEWATER TREATMENT PLANT**



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

**RESPONSES DUE APRIL 08, 2021 @ 2:00 PM**

**CITY OF CONROE PURCHASING DEPARTMENT**

## **NOTICE FOR REQUEST FOR PROPOSALS**

The City of Conroe will receive Sealed Proposals for cabling at the Conroe Central Wastewater Treatment Plant, located in Montgomery County, Texas. The RFPs shall be appropriately marked **“RFP # 0408-2021 Network Cabling at the Conroe Central Wastewater Treatment Plant”** and delivered to the City Secretary 300 West Davis, 3<sup>rd</sup> Floor, Conroe, Texas 77301.

Bids are due on **THURSDAY, April 08, 2021 at 2:00 p.m.** at which time they will be publicly opened and names of proposers 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.

RFP's must be accompanied by a certified check upon some responsible bank of the State of Texas or a bid bond from a Surety Company holding a permit in the State of Texas in the amount of 10% of the bid. The amount of said check or bond will be forfeited to the Owner and the bank or surety shall be liable to the Owner for the amount in the event the successful proposer shall fail or refuse to enter into a contract or furnish bonds as hereafter required.

The successful proposer must furnish a performance bond and a payment bond on the forms provided, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government.

Specifications and RFP documents may be reviewed and downloaded online at Vendor Registry. Visit [www.cityofconroe.org](http://www.cityofconroe.org), Purchasing for a link to bids on 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.

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, award parts of bids and to waive informalities in submission of RFPs.

CC: 3/23/21 & 3/30/21

**CITY OF CONROE, TEXAS**

## **CITY OF CONROE**

**1. Preparation of RFPs:**

Submit RFPs in quadruple (one original, three manual copies and one digital copy) on the prescribed forms or copies thereof, along with Bid bond if required, in a sealed envelope marked "RFP # 0408-2021 Network Cabling at the Conroe Central Wastewater Treatment Plant". Prepare RFPs in accordance with the requirements of the Notice to Bidders, and any instructions in the Proposal.

**2. Owner:**

The City reserves the right to award parts of RFPs, reject any or all RFPs and to waive technical irregularities. Contract award will be made on the basis of the lowest qualified responsible respondent or the respondent who provides the goods and services at the best value for the City, considering the selection criteria below.

***Best Value Selection Criteria:***

- |  |         |
|--|---------|
| a) The Proposed Price/Cost.                            | 30 Pts. |
| b) The Quality of the bidders Goods or Services        | 30 Pts. |
| c) The Reputation and Past Relationship with the City. | 25 Pts. |
| d) Time for Completion or Project Scheduling           | 15 Pts. |

**3. Questions and Inquires:**

ALL questions regarding specifications must be asked through Vendor Registry. Answers will be posted on Vendor Registry.

**4. Submission of RFPs:**

One (1) original three copies and one digital copy of each proposal shall be submitted to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened. Names of Respondents will be read aloud at 2:00 PM in the 1<sup>st</sup> Floor Council Chambers, 300 West Davis Conroe Texas 77301.

**Due Date:                      April 08, 2021 2:00 PM**

|       |                             |           |                             |
|-------|-----------------------------|-----------|-----------------------------|
| Mail: | City of Conroe              | Physical: | City of Conroe              |
|       | Soco Gorjon, City Secretary |           | Soco Gorjon, City Secretary |
|       | P.O. Box 3066               |           | 300 W. Davis                |
|       | Conroe, TX. 77305           |           | Conroe, TX. 77301           |

**5. Respondents:**

Should a respondent discover a discrepancy or an omission in the RFP documents, they 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. Each interpretation made will be distributed to all parties holding contract documents no less than two (2) days prior to RFP opening. It is, however, the proposer's responsibility to make inquiry as to any addendum issued. All such addendums shall become part of the Contract Documents and all respondents shall be bound by such addenda, whether or not received by the respondents.

**6. RFP Evaluation and Award:**

As required under Government Code 252.042, the Owner upon appropriate evaluation of all qualified candidates will rank up to three Candidates based on the criteria established below to determine the most qualified firm. After review of the proposals and prior to the final ranking, the committee may conduct interviews with the shortlisted firm(s). The committee will verify references and past work history for specific firms. The committee's decision will be submitted to the City Council for consideration.

**7. Interviews**

After written proposals are received and initially evaluated, the Owner may require one or more of the Candidates to provide an oral presentation as a supplement to their statements. 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.

**8. References:**

The City of Conroe may request respondents to supply, with this Invitation to RFP, a list of at least eight (8) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone and fax number.

**9. 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 proposer must have the proposal actually delivered before the time set and the start of opening of the RFPs. Any RFPs received after the time and date specified in the Notice to Bidders will be returned unopened.

**10. Materials and Services:**

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

**11. 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 pricing sheet. Prices shall be all inclusive. Any price not shown on the RFP 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. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, proposer must indicate both items required and attendant cost or forfeit the right to payment. 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.

**12. 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.

**13. Insurance Requirements:**

The proposer shall procure and maintain, at its expense, during the term of this RFP, 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 respondents compliance with this section if required by the City.

**14. Bonding:**

Each bid must be accompanied by a bid bond or other acceptable security in an amount equal to ten percent (10%) of the base offer amount. The bond may consist of a surety bid bond executed by a surety licensed to do business in the State of Texas, or a certified check or cashier's check in the required amount drawn on a bank doing business in the State of Texas and made payable to the City of Conroe, Texas.

The bid / bid bond of the successful proposer shall be returned upon issuance of a notice to proceed to the proposer. The bonds of unsuccessful proposer's shall be returned upon the earlier of (1) the issuance of a notice to proceed to the successful proposer, or (2) the expiration of thirty (30) days following the bid opening.

As a condition for award of contract, a Performance Bond, and a Payment Bond, each in an amount not less than 100% of the contract sum, conditioned upon the faithful performance of the Contract, will be required of the Contractor. Bonding companies must be acceptable to the Owner. The amount of each bond shall be adjusted by the amount of any change order.

**15. Conditions of Work:**

Respondents are expected to be fully informed of construction 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 proposer of any obligations to furnish material and labor necessary to complete the project.

**16. 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.

**17. Ethical Standard:**

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

**Refer to "Project Number and Title" on the 1295 form.**

**Example forms are included with this Bid.**

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

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

(Sample Forms are attached)

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**18. RFPs:**

All RFPs must be consistent in every respect and no special conditions may be made or included by the proposer.

If a contract is awarded, it will be awarded to the most responsible proposer having previous experience, meeting all the qualifications and specifications for this type of work and on the bases of the arrangement of selected RFP items that offer the best value to the City of Conroe.

**19. Unit Prices if Applicable:**

The unit price of each of the items in the RFP 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 proposed represents the total RFP. Any RFP 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, if such applies.

**20. Corrections:**

Erasures or other corrections in the RFP must be noted over the signature of the proposer.

**21. Withdrawal of RFPs:**

RFPs may be withdrawn by written request dispatched for delivery in the normal course of business prior the RFP opening. The RFP guaranty of any proposer withdrawing his RFP in accordance with the above will be returned promptly.

**22. Award of Contract / Rejection of RFPs:**

The City reserves the right to consider any proposer as unqualified to do the work or service, who does not habitually perform with his own forces, the major portions of the work specified and embraced in this contract.

**23. 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.

**24. Payment:**

The City of Conroe is exempt from state sales tax and federal excise tax. These taxes shall not be included in the submitted pricing. The City will provide tax exemption certificate upon request.

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all services and receipt of an original invoice complying with the terms and conditions of the award.

Invoices must be submitted by the vendor to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe Texas 77305 or by email at [acctpay@cityofconroe.org](mailto:acctpay@cityofconroe.org). If invoices are subject to cash discount, discount period will be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice.

**25. Default:**

The City reserves the right to terminate this contract with 30 days written notice for any reason if found to be in the best interest of the City of Conroe.

**26. Term of Contract**

This contract will begin after award and will continue and continue until project is complete.

## **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 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 (Your proposal)**

Include all required forms including insurance, bonds (letter from Surety Company stating your company is bondable and original bond is due at time of contract award), conflict of interest form, Certificate of Interested Parties Form, HB 89 and SB 252 Forms and all required back up information requested.

Include pricing for project.

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 office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

### **❖ Tab 4 – Qualifications**

1. Describe firm qualifications, experience and project understanding.
2. Provide resumes for key personnel that will be assigned to this project.
3. Demonstrate the firm's qualifications and experience in providing cabling services to similar entities.



❖ **Tab 5 – Project Manager**

1. Identify the Project Manager, including experience and qualifications related to this project.

❖ **Tab 6 – References**

1. Provide references of similar projects for which your company has, in whole, provided services. (8 references)

❖ **Tab 7 – List of Ongoing and Completed Projects**

1. Provide a list of similar projects in which your company is currently involved, or has been involved.
2. Please list project description and status.

❖ **Tab 8 – Customer Support**

1. Describe the firm's physical availability to the City of Conroe in terms of communication, meetings and fieldwork.
2. How will distance from the project site and the City of Conroe affect the response time to critical matters pertaining to the project?

Any **purchasing related** questions may be directed to Kristina Colville at [kcolville@cityofconroe.org](mailto:kcolville@cityofconroe.org). or 936-522-3830.

All **Specification questions** MUST be asked on Vendor Registry.

**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 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.

**SIGNATURE SHEET**

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by Texas Law.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Conroe (House Bill 914), and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Conroe.

I hereby certify that I am authorized to sign as a Representative for the Firm:

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_  
\_\_\_\_\_

**Remit To Address:** \_\_\_\_\_  
\_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_ **Fax No.:** (\_\_\_\_) \_\_\_\_\_

**Date:** \_\_\_\_\_ **Minority:** \_\_\_\_\_ **Women Owned:** \_\_\_\_\_

**To receive consideration for award, this signature sheet must be returned WITH RESPONSE.**

# Network Cabling bid for Conroe Central Wastewater Treatment Plant

3/17/2021

The City of Conroe is in the process of constructing a new Conroe Central Wastewater Treatment Plant and is soliciting bids for the installation of Cat6 cabling, 4 post rack, cable management, patch cables, patch panels for CAT6 and fiber, facility fiber and a wall mounted locking box (where notated). Bids will need to be completed from the attached drawings. Drop location are identified for each building in the attached drawings. Facility fiber conduits and lengths are provided in the attached drawing. The City will provide dark fiber into the Administration building. Estimated installation date is will be shortly after bid award but subject to construction timelines.

The facility address:

1890 Ed Kharbat Dr., Conroe TX 77301

Any questions can be sent to [Vendor Registry](#) no later than 1pm on 4/5/21. Responses will be added as an addendum on [Vendor Registry](#).

Facility Information:

## **Administration Building**

- Building is 4,000 feet with 1 MDF location labeled 'IT'.
- Vendor will provide a rack, cable management, etc as outlined in section 8 of the attached document labeled 'Network Cabling Post Design or Remodel Standards'.
- Vendor is responsible for drop count. Each drop must have 2 CAT6 cables unless otherwise noted.
- Data ports with heights of 60" and 84" require 1 CAT6 and 1 RG6 cable at each location.
- Do not included card reader drops (identified with a 'CR') which are installed by the Security vendor.
- Ceiling mounted drops should have a 5-foot service loop.
- Cable, patch cables, panels, fiber etc. details are outlined in the attached document labeled 'Network Cabling Post Design or Remodel Standards'.
- Attached documents:
  - 'Admin Bldg Final' drawing – details of data drops with height and location.

## **Maintenance Building**

- Vendor will provide locking wall mount rack as outlined in section 8 of the attached document labeled 'Network Cabling Post Design or Remodel Standards'.
- Vendor is responsible for drop count. Each drop must have 2 CAT6 cables unless otherwise noted.
- Do not included card reader drops (identified with a 'CR') which are installed by the Security vendor.
- Ceiling mounted drops should have a 5-foot service loop.
- Vendor will supply 8 or more copper to multimode fiber converters. All copper to fiber converts are required to be rack mounted.
- Cable, patch cables, panels, fiber etc. details are outlined in the attached document labeled 'Network Cabling Post Design or Remodel Standards'.
- Attached documents:
  - 'Maint Bldg Final' drawing – details of data drops with height and location.

## **Facility Fiber**

- Fiber details are outlined in section 2 of the attached document labeled 'Network Cabling Post Design or Remodel Standards' and the 'Facility Fiber CCWWTP Final' drawing.
- Vendor will supply 2 12-strand multi-mode OM3 fiber runs with LC connectors for facility according to the drawing labeled 'Facility Fiber CCWWTP final' and terminate at both ends.

- Fiber panels should be mounted in the racks provided by the vendor in both buildings.
- Vendor should supply fiber optic patch cables of 10’ each.
- Attached documents:
  - ‘Facility Fiber CCWWTP final’ drawing – shows layout of building with conduit pathways, fiber length and details.

Specifications:

The contractor is responsible for validating the exact drop count and fiber information per the attached drawings.

Installation and testing of Fiber and CAT6 cabling according to requirements outlined in the attached document labeled ‘Network Cabling Post Design or Remodel Standards’.

- Required patch cables
  - MDF/IDF patch cables are outlined in section 6.3 and workstation patch cables are outlined in section 7.2 of the attached document labeled ‘Network Cabling Post Design or Remodel Standards’.
- Details for Facility Fiber
  - Facility fiber is multi-modem OM3, details are outlined in section 2 of the attached document labeled ‘Network Cabling Post Design or Remodel Standards’.
- Details for Admin Building
  - Data ports with heights of 60” and 84” will require 1 CAT6 and 1 RG6 cable at each location.
  - Approximate drop count is forty-six (46) and six (6) RG6 cables. Vendor should verify count.
- Details for Maintenance Building
  - Approximate drop count is six (6). Vendor should verify count.

All installation should be performed according to the City of Conroe cabling standards below. Any deviation should be approved by the City of Conroe IT department in advance.

**City IT Department Responsibilities**

- Provide design support during the engineering and plan development phase.
- Perform cabling contractor oversight.
- Lay out the configuration of the networking equipment in the Network Closets (working with the business customer and contractor at the appropriate time in the construction phase).
- Install purchased or relocated City telephone, network, or related equipment in equipment racks in the Network Closet (s). **[Note:** In many instances, specialized equipment such as audio visual or access control related equipment will include vendor installation of equipment in racks. In this instance, IT Department personnel will coordinate with the vendor for equipment placement and connection]
- Install cabling from modular patch panels to equipment in equipment racks in the Network Closet.

Selection Criteria

|  |            |
|--|------------|
| (1) The proposed price/cost                                  | 30 Points  |
| (2) The quality of the Bidder’s goods or services            | 30 Points  |
| (3) The reputation/past relationship with the City of Conroe | 25 Points  |
| (4) Time for completion or Project scheduling                | 15 Points  |
| Total  | 100 Points |

City of Conroe, Texas

# Network Cabling Post Design or Remodel Specifications

| Version | Title/Modifications         | Date Modified | Created/Changed by: | Approved by: |
|---------|-----------------------------|---------------|---------------------|--------------|
| 1.0     | Document creation           | 2/6/2020      | Pam Cobb            |              |
| 2.0     | Added specs for 4 post rack | 5/26/20       | Pam Cobb            |              |
| 2.1     | Shortened                   | 1/20/2021     | Samuel Barlass      |              |
|         |                             |               |                     |              |

## NETWORK CABLING INSTALLATION SPECIFICATIONS

This section contains the requirements for the installation of network cabling system for The City of Conroe. For The City of Conroe, the successful certified cabling system contractor, hereinafter referred to as the contractor, shall provide materials and labor to install a complete, functional and warranted end-to-end communications system in accordance with this specification. The contractor shall be responsible for providing a complete, functional system including all necessary components, whether included in this specification or not. The system shall consist of copper cabling, fiber, connectors and interconnect/patching equipment, wiring blocks, cable management devices, communications outlets, distribution taps, inner-duct, equipment racks/cabinets, and any other materials, equipment or labor necessary to meet the requirements within this document. The contractor shall provide all testing and documentation (written and electronic) upon completion of the installation, as stated herein prior to system acceptance. The contractor may suggest alternate routing of any conduit, cable or cable management devices with final approval from the City's IT department.

### 1. STANDARDS

1.1. Contractor shall install and test network cabling networks per manufacturer's requirements and in accordance with NFPA-70 (*National Electrical Code*®), state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:

1.1.1. ANSI/NECA/BICSI-568-2006 -- Standard for Installing Commercial Building Telecommunications Cabling

1.1.2. ANSI/TIA/EIA-568-B.1 -- *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*

1.1.3. ANSI/TIA/EIA-568-B.2 -- *Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components*

1.1.4. ANSI/TIA/EIA-568-B.3 -- *Optical Fiber Cabling Components Standard*

1.2. Federal, state, and local codes, rules, regulations, and ordinances governing the work, are as fully part of the specifications as if herein repeated or hereto attached. The contractor shall install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and *National Electrical Code*® (NEC) and with manufacturer's printed instructions.

1.3. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the City Project Manager. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

- 1.4. The contractor shall furnish all materials and installation of all cabling, jacks, faceplates, patch panels, racks, cable suspension devices, labeling, testing equipment, fire-stopping, and any and all materials required to produce a turn-key cabling system unless specific provisioning or installation of materials is denoted I this document.
- 1.5. Any damage to the building that may exist or may occur during installation, must reported immediately to the City of Conroe. The contractor should exercise reasonable care to avoid any damage and will be responsible for prompt repair of all damage to the building by their employees during the installation.
- 1.6. Contractor shall notify the City of Conroe IT department at least one week prior to completion of work when ready for inspection by the City.
- 1.7. Warranty should be no less than one year.

## **2. NETWORK CLOSET CONNECTIVITY**

- 2.1. Where high speed fiber optic connectivity is required between the adjacent or nearby Network Closets, the contractor shall supply and install OFS Loose Tube MM OM3 Fiber Optic cable or equivalent from one Network Closet (NC) to the other NC as specified. This may be required interbuilding or intrabuilding.
- 2.2. Installation of fiber optic cable shall be completed according to manufacturer installation guidelines.

## **3. PREMISES SYSTEM DESCRIPTION**

- 3.1. The network cabling system consists of network outlets located in work areas, cabling pathways through plenum and/or non-plenum spaces to the Network Closet (NC), and the termination therein.

## **4. PATHWAYS AND SPACES**

- 4.1. Cabling pathways should follow
- 4.2. Cabling pathways shall provide adequate physical cable support and protection, isolation/protection from sources of electromagnetic interference (EMI), physical isolation/protection from environmental elements (heat, cold, moisture), and compliance with the NFPA-70. Cables shall be supported above ceiling height with cable hangers designed to support all network cables attached to permanent structures and placed at no greater than 5-foot intervals. All managed cabling shall be secured with "hook-n-loop" style fasteners, zip ties or tie wraps are not permitted on any cable. All cabling should be strapped together with Velcro.
- 4.3. Penetrations through floor and fire-rated walls and ceilings shall utilize intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves and shall be fire-stopped after installation and testing, utilizing a fire-stopping assembly approved for that application. All firewall and floor penetrations shall be coordinated with the City's Project Manager.
- 4.4. Cable hangers are preferred over cable trays for most ceiling communications cable runs. Cable trays will be installed in NC's using overhead ladder cable trays (Placement to be coordinated with IT Department). Cable tray installation outside NC's, must be coordinated with the IT Department during the design phase. All cable trays shall be installed in accordance with National Electrical Code standards Articles 318, 250, and 800; and NEMA Standards Publication VE-2.

## **5. CONDUIT AND OUTLET BOXES**

- 5.1. Outlet boxes shall be metallic 2"x4", having "Single Gang" faceplate adapters and ¾ inch EMT conduit extended above ceiling height and equipped with fiberglass bushings to protect cables. Appropriate measures shall be taken to protect cables from sharp edges and abrasion.
- 5.2. The use of surface raceway and surface mounted outlets in work areas are not acceptable unless specifically authorized by the City's IT Department.
- 5.3. In nonstandard installations, such as when placing outlet boxes in existing walls as part of a change order, metallic drywall mounting plate brackets are permitted with specific approval by the City's Project Manager.

## 6. CABLING

- 6.1. Installation shall adhere to manufacturer's published specifications for pulling tension, minimum bend radii, and sidewall pressure when installing cables.
  - 6.1.1. Where manufacturer does not provide bending radii information, minimum-bending radius shall be 15 times cable diameter.
- 6.2. Each work area outlet shall be equipped with two (2) Category 6 plenum rated data cables or approved equivalent from the City IT Department installed from the work area outlet to the Network Closet (NC).
- 6.3. Cable color for all structure data cabling is blue, wireless access point (WAP) cables are purple, PA system cables are gray, and camera cabling is green.
  - 6.3.1. All jacks shall be the same color as the structured cabling.
  - 6.3.2. All patch cables should match the structured cabling, except in work areas (see 7.2)
  - 6.3.3. All Network Closet patch cables should be 7ft in length.
  - 6.3.4. Patch cables should be provided for every installed structured cabling drop, as well as an additional 10% for future growth.
- 6.4. Provide 5' service loop for all cables above ceiling at work area conduit stub-up.
- 6.5. Each cable shall be labeled as specified in the Documentation section. The nomenclature for this labeling shall be coordinated with the City's IT Department.

## 7. WORK AREA CABLE TERMINATION

- 7.1. Each work area outlet shall consist of two (2) terminated Data Category 6 plenum rated data cables. Contractor shall terminate each cable at the outlet with modular jacks installed into faceplates. All unused jack positions in faceplates shall have color-coordinated blanks installed. The color for all work area jacks is **blue**.
- 7.2. All patch cables in the work areas should be black and 10 foot in length.
- 7.3. The color/finish for faceplates shall be coordinated with the City's Project Manager.
- 7.4. Each jack position shall be labeled as specified in the Documentation section. The nomenclature for this labeling shall be coordinated with the City's IT Department. All cabling, faceplates, jacks, labeling, and associated materials shall be supplied and installed by the contractor.
- 7.5. CATV cabling shall be Quad Shield RG6. Each RG6 cable shall be terminated with an F connector. All unused jack positions in faceplates shall have color-coordinated blanks. In the NC, all cables shall be neatly bundled and terminated with F connectors for installation on wall-mounted splitter/terminator.

All coordination for new service installs of CATV for both Demark and room servicing shall be the responsibility



of the City's IT Department.

## **8. NETWORK CLOSET RACK AND CABLE TERMINATION**

- 8.1. Contractor shall provide a standard height 42U 4-post rack for each closet unless the specifications outline a specific rack. All wall mount rack must be lockable and a minimum of 22 inches in depth unless specified otherwise.
- 8.2. Contractor shall terminate each Data cable in the NC on a 48 port Category 6 approved patch panels or equivalent (substitutions must be approved by the City's IT Department prior to ordering and installation) supplied by the contractor. The patch panels shall provide capacity sufficient to accommodate all installed cables plus twenty-five percent future growth. Patch panels shall be mounted and installed in an approved equipment rack.
- 8.3. Cable length and routing in the NC shall allow for a minimum of 10 feet of cable storage in the City-supplied and installed overhead cable tray system. Contractor shall coordinate routing and securing of cables in the NC with the City's IT Department. Neat, linear, and logical placement and bundling of cables is mandatory.

## **9. GROUNDING (EARTHING) AND BONDING**

- 9.1. Grounding shall conform to ANSI/TIA/EIA 607(A) - *Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code®*, ANSI/NECA/BICSI-568 and manufacturer's grounding requirements as minimum.
- 9.2. Contractor shall supply one dedicated 4/0 AWG insulated stranded copper grounding conductor from the main electrical service entrance ground to the location of Network Main Grounding Busbar (TGMB) in the NC. Contractor shall establish the TGMB location with the City's Project Manager and will supply and install the TGMB. If an additional bus bar is required #4/0 AWG will be utilized to chassis multiple bus bars. Server cabinets and communications racks shall be connected to TGMB via dedicated insulated stranded #6 AWG copper grounding conductor.

## **10. TESTING**

- 10.1. Each installed cable shall be tested for compliance with the cabling performance test procedures defined in ANSI/TIA/EIA-568-B.1.
  - 10.1.1. The field testing device shall be Level 2e.
  - 10.1.2. The field testing device shall be in good working order and calibrated according to manufacturer's recommendations.
- 10.2. A printout of the field test results shall be provided to the City's IT Department. Electronic versions of the results may be submitted if these records are in a format acceptable to the City's IT Department.

## **11. DOCUMENTATION**

- 11.1. Labeling shall conform to ANSI/TIA/EIA-606(A) standards. In addition, provide the following:
- 11.2. Label each outlet with permanent self-adhesive label with minimum 3/16 in. high characters.
- 11.3. Use labels on face of data patch panels. Coordinate nomenclature with City's IT Department.
- 11.4. Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.

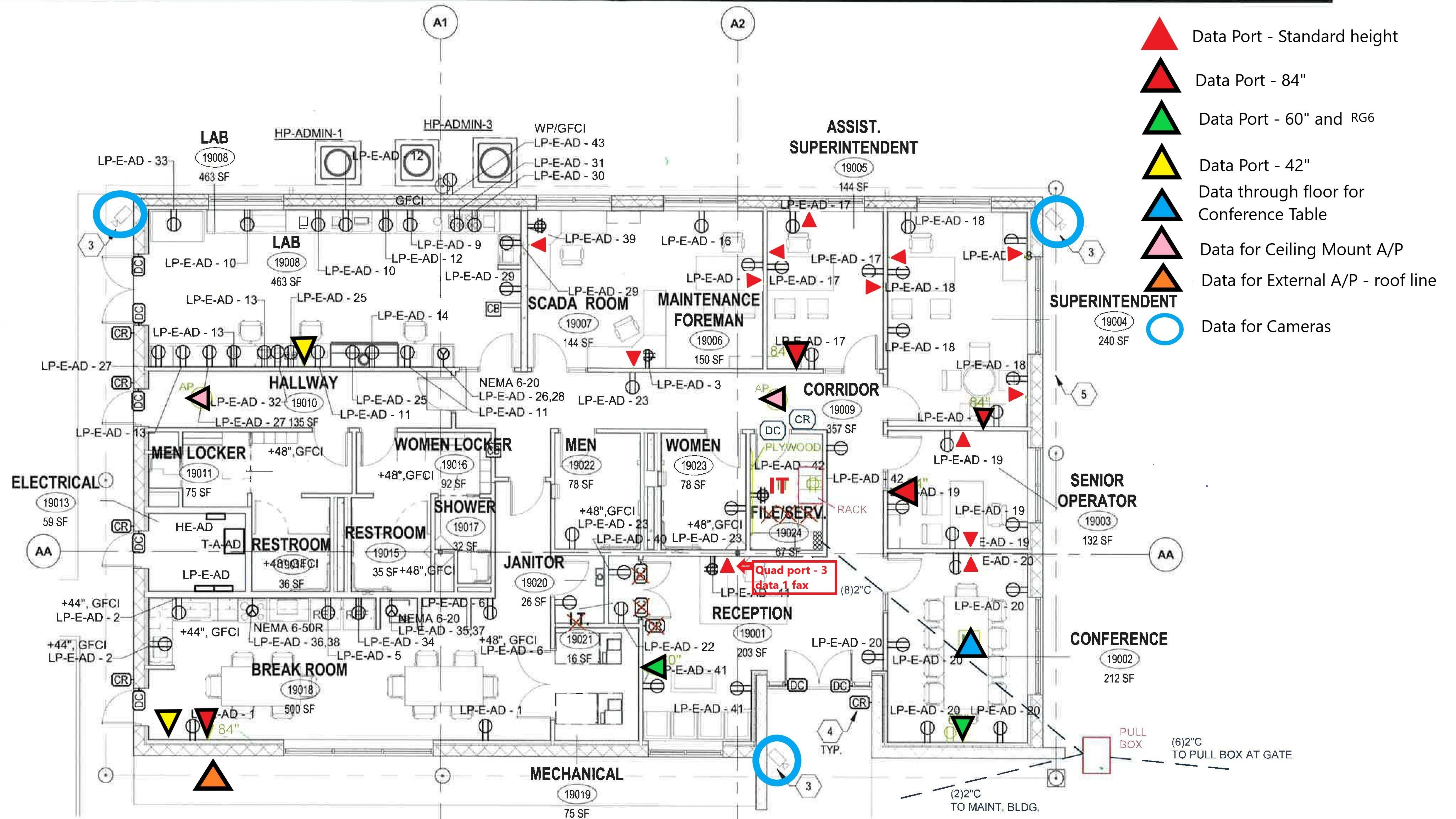
## 12. PREMISES SYSTEM DESCRIPTION

12.1. The network cabling system consists of network outlets located in work areas, cabling pathways through plenum and/or non-plenum spaces to the Network Closet (NC), and the termination therein.

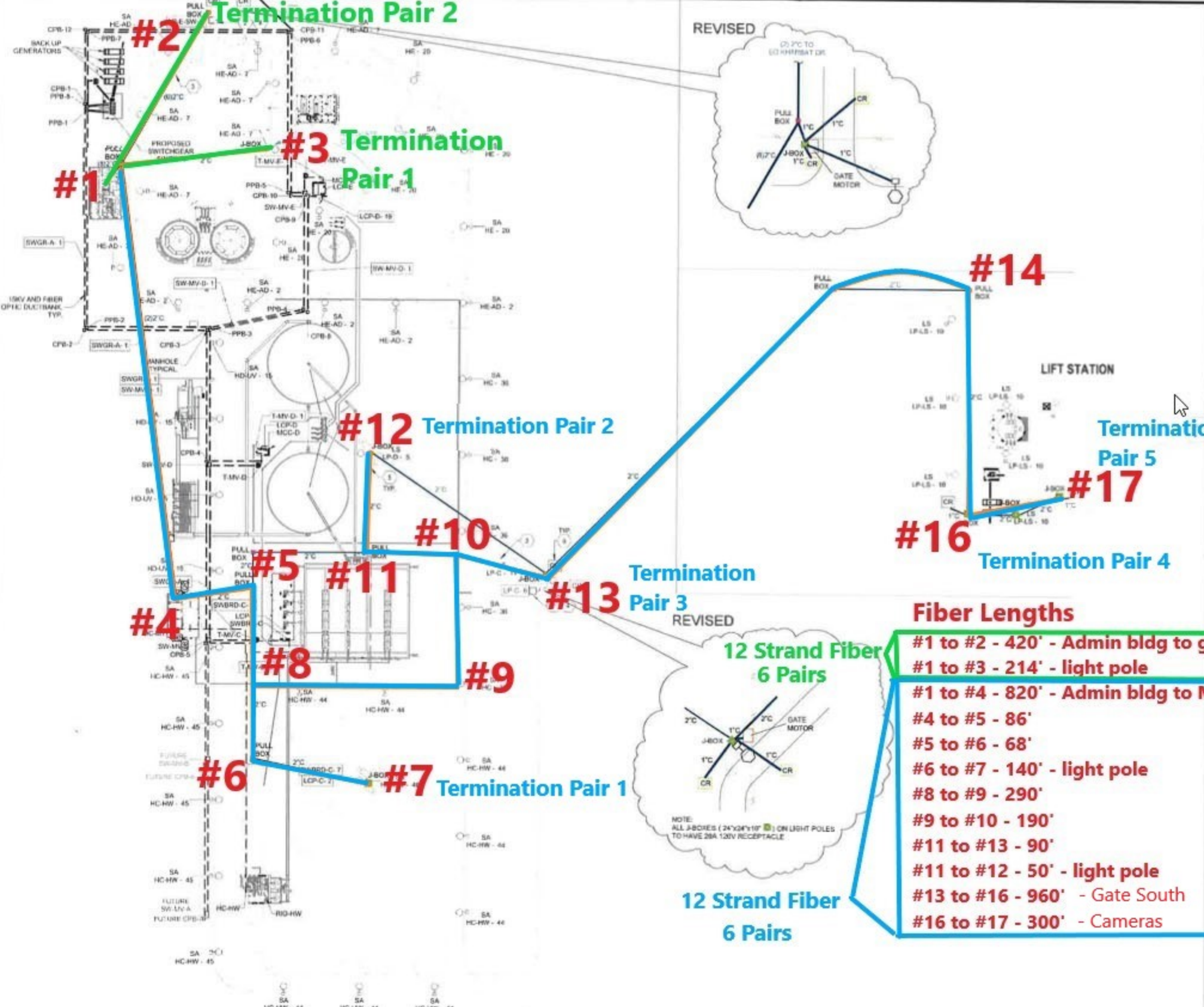
## 13. INSTALLATION

13.1. The contractor shall Install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and *National Electrical Code*<sup>®</sup> (NEC) and with manufacturer's printed instructions.

# CCWWTP Facility



**1 ADMINISTRATION BUILDING POWER PLAN**  
 1/8" = 1'-0"



**GENERAL NOTES**

- EQUIPMENT BY OTHER DISCIPLINES IS SHOWN SHADED. REFER TO THE OVERALL SITE PLAN ON SHEET E00.100 FOR MCC LOCATIONS AND DUCTBANKS.
- REFER TO SHEET E00.100 FOR THE CONDUIT SCHEDULE.
- REFER TO SHEET E00.100 FOR THE SWITCHGEAR ONLINE.
- PROVIDE AN EQUIPMENT PAD FOR ALL 1-MV TRANSFORMERS AND 8V-MV PADMOUNT SWITCHES. REFER TO DETAIL SHEET 002.

**KEYED NOTES**

- PROVIDE 2" CONDUITS WITH PULLSTRING FROM THE PROPOSED PULLBOX SHOWN TO THE PROPERTY LINE. COORDINATE WITH CIVIL SHEETS TO UNDERMINE THE CONDUITS FROM THE BRIDGE.
- PROVIDE A 120V, 3ØA, 1Ø NEMA 3R DISCONNECT FOR GATE OPERATION.
- PROVIDE A 1.5" CONDUIT WITH JIB AND RING FROM POWER PANEL TO GATE MOTOR DISCONNECT.
- PROVIDE A 1" CONDUIT WITH PULLSTRING FROM GATE OPERATOR LOCATION TO NEAREST CONTROL PULL BOX. COORDINATE WITH KNIGHT SECURITY FOR ALL GATE OPERATOR CONTROL CONDUCTORS.
- PROVIDE 1" CONDUIT WITH PULL STRING FROM CAMERA LOCATION TO NEAREST CONTROL PULLBOX. SECURITY CAMERA AND CAMERA CONTROL CONDUCTORS PROVIDED BY KNIGHT SECURITY.
- PROVIDE A 1" CONDUIT WITH PULLSTRING FROM CARD READER LOCATION TO NEAREST CONTROL PULL BOX. COORDINATE WITH KNIGHT SECURITY FOR ALL CARD READER POWER AND/OR CONTROL CONDUCTORS.

- Fiber Lengths**
- #1 to #2 - 420' - Admin bldg to gates
  - #1 to #3 - 214' - light pole
  - #1 to #4 - 820' - Admin bldg to Maint Bldg
  - #4 to #5 - 86'
  - #5 to #6 - 68'
  - #6 to #7 - 140' - light pole
  - #8 to #9 - 290'
  - #9 to #10 - 190'
  - #11 to #13 - 90'
  - #11 to #12 - 50' - light pole
  - #13 to #16 - 960' - Gate South
  - #16 to #17 - 300' - Cameras

**1 ELECTRICAL SITE PLAN**  
1" = 80'-0"

**KEY PLAN**

**REVISIONS**

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
|     |             |      |
|     |             |      |
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**FILE LOG**

| Manager | DES |
|---------|-----|
| Design  | MCM |
| Draw    | NS  |
| Check   | RLG |

**STAMP**

Not to be used for construction, bidding, permit or regulatory approval purposes. This document is prepared for the purpose of design review under the authority of:

MISSION MONITORING  
MCM  
NS  
RLG

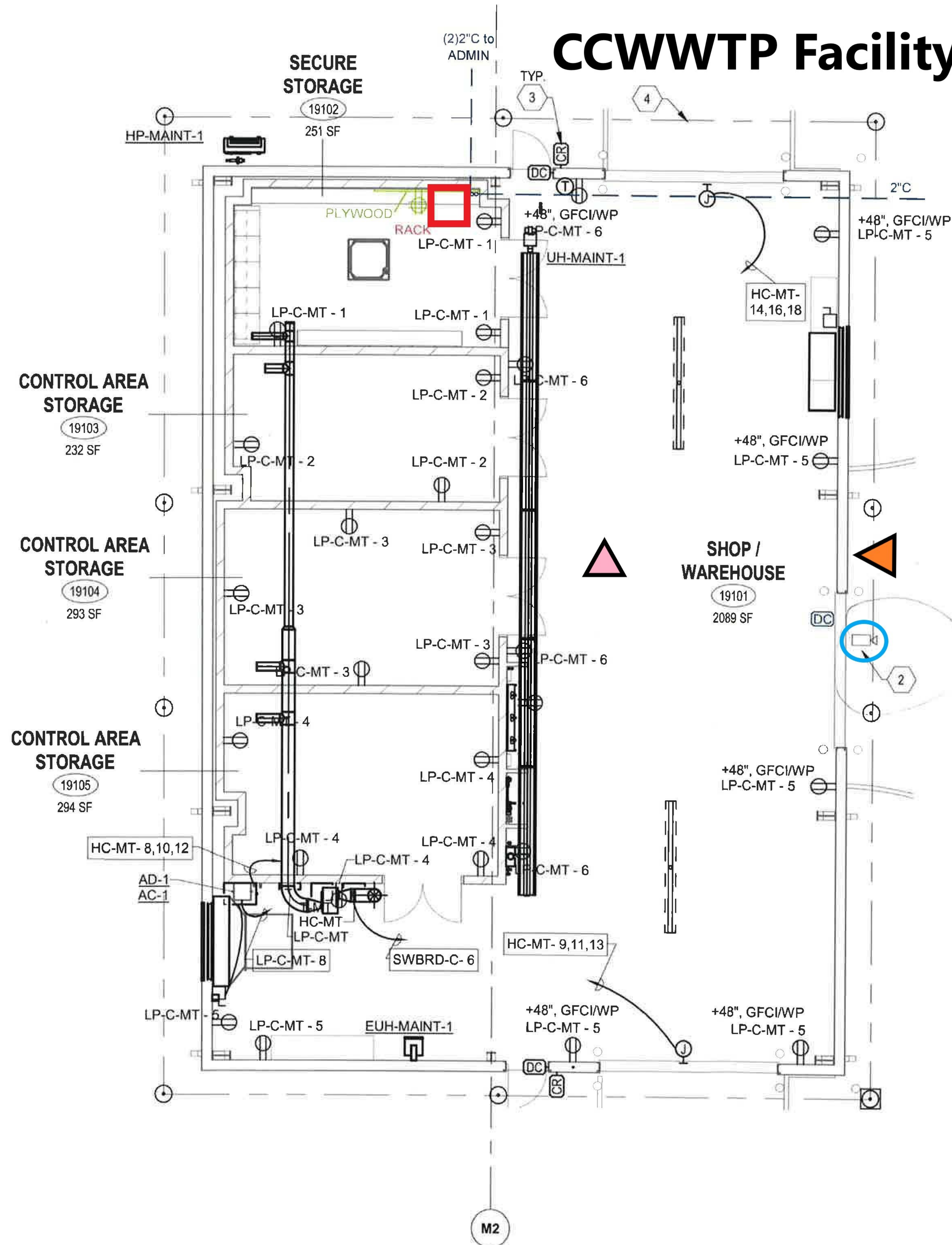
Lockwood, Andrews & Newnam, Inc.  
Texas Registered Engineering Firm F-2014





0 80 160  
SCALE: 1"=80'

Project No. 120-11664-000  
Date: May 2019

**OVERALL SITE PLAN**

# CCWWTP Facility



-  IT Wall mounted locking rack
-  Data for Ceiling mount A/P
-  Data for External A/P - roof line
-  Data for Cameras

Maintenance Building

**DOCUMENT 00520  
BID BOND**

**BIDDER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid Due Date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

---

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

STATE OF TEXAS  
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated \_\_\_\_\_ made by and between Principal and the City of Conroe, Texas for \_\_\_\_\_

The conditions of this obligation are, therefore, such that it shall remain in full force and effect until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure to faithfully perform the Contract, Surety will assume full responsibility for completion of the Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

PRINCIPAL

SURETY\*

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Attorney-In-Fact

\_\_\_\_\_  
Telephone No. of Attorney-In Fact



PAYMENT BOND

Bond Identification No. \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated \_\_\_\_\_ made by and between Principal and the City of Conroe, Texas for \_\_\_\_\_

This Bond is entered into for the protection of claimants supplying labor and material in the prosecution of the Work provided for in said Contract Documents, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

PRINCIPAL

SURETY\*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address of Attorney-In-Fact

\_\_\_\_\_  
Telephone No. of Attorney-In Fact

**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<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---|---------------------------------------|--------------|
|                               |   | Controlling                           | Intermediary |
|                               |   |                                       |              |
|                               |   |                                       |              |
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|                               |   |                                       |              |
|                               |   |                                       |              |

**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