

**REQUEST FOR PROPOSALS**

**CITY OF CONROE**

**1002-18 CONSULTING SERVICES:  
PERFORMING ARTS CENTER**



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

**BIDS DUE OCTOBER 12, 2017 @2:00 PM**

**CITY OF CONROE PURCHASING DEPARTMENT**

## NOTICE TO BIDDERS

The City of Conroe will receive sealed RFPs in quadruplicate for consulting services. The proposals shall be appropriately marked “**Consulting Services: Performing Arts Center RFP# 1002-18**” and delivered to the City Secretary 300 West Davis, 3<sup>rd</sup> Floor, Conroe Texas 77301.

Proposals will be publicly opened and read on **Thursday, October 12, 2017 at 2:00 p.m.** in the 3<sup>rd</sup> Floor conference room at City Hall (300 West Davis).

Specifications and RFP documents may be secured from the [www.cityofconroe.org](http://www.cityofconroe.org), Purchasing, Vendor Registry.

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

Pursuant to *Texas Local Government Code Section 252.043*, the City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted value set forth in the request for bids and the ranking evaluation of the bids received. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.

CC 09/28/17 & 10/3/17

**CITY OF CONROE, TEXAS**

**CITY OF CONROE**

**1. Preparation of Proposals**

Unless otherwise directed in the Notice to Bidders, submit proposals *in quadruplicate* on the prescribed forms or copies thereof, in a sealed envelope marked "**Consulting Services: Performing Arts Center RFP # 1002-18**". Prepare RFPs in accordance with the requirements of the Notice to Bidders.

**2. Owner:**

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

***Best Value Selection Criteria:***

- A.** City staff will evaluate all proposals by reviewing and rating each proposal based on the following criteria, which are ranked in order of importance:
  - 1. The extent to which the Offeror's services meet the City's needs and specifications, as stated in the RFP;
  - 2. Experience, qualifications and quality of the Offeror's product and services;
  - 3. Reputation of Offeror;
  - 4. Any relevant criteria specifically listed in the RFP;
  - 5. Cost to the City; and
  - 6. Best value for the City. The City may use a "best value" selection process, which is based on a combination of cost and qualitative considerations. The qualitative considerations may include, but are not limited to: experience, qualifications and quality of the Offeror's services; reputation of Offeror; and any relevant criteria specifically listed in the RFP.
- B.** Offeror may be required to make an oral presentation to the City to further present their qualifications. These presentations shall provide the Offeror the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C.** The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Offerors. The City reserves the right to negotiate any and all elements of any Offeror's proposal.

*All submittals will follow bid procedures as set forth with the City of Conroe, Texas and bid standards as set forth with the State of Texas*

**3. 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.

**4. Questions and Inquires:**

Proposers desiring further information or interpretation must request such information or interpretation from:

**Purchasing Questions:**

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

**Scope of Work Questions:**

Mike Riggins, Director of Parks and Recreation  
P.O. Box 3066  
Conroe, TX. 77305  
Office: 936-522-3841

**5. Submission of Bids:**

One (1) Original and Three (3) Copies 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.

Due Date: Thursday, October 12, 2017 @ 2:00 PM

Mail: City of Conroe  
Soco Gorjon, City Secretary  
P.O. Box 3066  
Conroe, TX. 77305

Physical: City of Conroe  
Soco Gorjon, City Secretary  
300 W. Davis  
Conroe, TX. 77301

**6. Pre-Bid Walk-through:**

NA

**7. Bidders:**

Should a Bidder discover a discrepancy or an omission in the bidding 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 bid opening. It is, however, the bidder's responsibility to make inquiry as to any addendum issued. 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.

**8. 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 proposer from any obligation with regard to their response to this invitation.

**9. References:**

The City of Conroe requests bidders to supply, with this Invitation to Bid, a list of 5 references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone and fax number.

**10. Delivery of Proposals:**

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

**11. Materials and Services:**

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

**12. 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.

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.

**13. 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.

**14. 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.

**15. Insurance Requirements:**

The Bidder shall procure and maintain, at its expense, during the term of this bid, 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 bidders compliance with this section if required by the City.

**16. Conditions of Work:**

Bidders 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 bidder of any obligations to furnish material and labor necessary to complete the project.

**17. 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.

**18. Ethical Standard:**

- No City official or employee shall have interest in any contract resulting from this Request for Bids. Individuals with a possible conflict will enact a public disclosure record by completing a “Conflict of Financial Interest” Questionnaire.
- **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: Reference project # 1002-18**

(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))

**19. Proposals:**

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

If a contract is awarded, it will be awarded to the most responsible bidder having previous experience, meeting all the qualifications and specifications for this type of work and the RFP that offers the best value to the City of Conroe.

**20. Unit Prices:**

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

**21. Corrections:**

Erasures or other corrections in the bid must be noted over the signature of the bidder.

**22. Withdrawal of RFPs:**

RFPs may be withdrawn by written request dispatched for delivery in the normal course of business prior the bid opening.

**23. Award of Contract / Rejection of Bids:**

The City reserves the right to consider any bidder 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.

**24. 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.

**25. 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 certificates 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 in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe Texas 77305. 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.

**26. 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.

**27. Bid 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.

## **SPECIFICATION**

### **SECTION I            OBJECTIVE**

The City of Conroe seeks the services of a qualified consultant with an appropriate amount of expertise in conducting market & financial feasibility analyses as well as economic & fiscal impact assessments for major entertainment venue projects. The firm will provide research services, market analyses, and economic and fiscal impact assessments in order to paint a complete picture of the various aspects involved with a project of this nature and scope.

### **SECTION II            BACKGROUND**

The City of Conroe is interested in the construction and operation of a ~ 3,500-6,500 seat indoor performing arts venue within the City. Following below are specific details related to the project:

- **VENUE SPECIFICS**
  - ~ 3,500-6,500 seat indoor performing arts venue
  - Flexible design to accommodate a general admission capacity ranging from 3,500 to at least 6,500 attendees
  - Theater will include:
    - Staff office space
    - Suites
    - Restaurant/Club
    - One Marquee
    - On-site parking for at least 1,800 vehicles
  - Venue site:
    - TBD
  - The Venue will function similar in fashion to the current operational structure of the Smart Financial Centre in Sugarland Texas.
  - Primary uses include:
    - Concerts
    - Traveling shows
    - Corporate meetings
    - Other events
  - Secondary uses include:
    - Graduations
    - Performing arts venue for local school districts & community needs
- **TOTAL PROJECT BUDGET SCOPE:**
  - TBD

### **SECTION III PROJECT OBJECTIVES**

- A. Work with the City of Conroe to conduct a market and financial feasibility analysis for the project.
- B. Work with the City of Conroe to conduct an economic and fiscal impact assessment for the project.
- C. Provide final reports of these two analyses to the City of Conroe based on previous practices and experiences from similar venues & similar communities around the country.

### **SECTION IV SCOPE OF SERVICES**

Consultant will conduct meetings with City staff, City Council, and other relevant parties specified by the City to determine the final organizational framework for the analyses to be conducted. Consultant will then conduct the stated analyses with the involvement of City staff as applicable. The following analyses should be presented in final report form for the City to review upon completion:

1. Market Feasibility Analysis
2. Financial Feasibility Analysis
  - a. In your proposal for the Financial Feasibility Analysis, please also include a separate line item cost proposal for providing ongoing consulting services to the City to facilitate a review of project financing strategies (i.e. determining necessary incentives, assisting with rate-setting for various venue taxes, reviewing strategies to maximize revenue from the facility, etc.)
    1. The City will decide at a later time whether or not to pursue these additional services with the selected consultant upon completion of the initial feasibility studies.
3. Economic & Fiscal Impact Assessment

### **SECTION V BUDGET**

The budget for this project will be determined based upon the proposals that are received.

### **SECTION VI TIMEFRAME FOR COMPLETION**

The City anticipates that these analyses will need to be on an expedited schedule for completion. Please keep this fact in mind as you construct your project timeline. More specific completion dates will be provided at the time the contract is awarded.

### **SECTION VII PROJECT DELIVERABLES**

Final Reports of the following analyses to be performed:

1. Market Feasibility Analysis
2. Financial Feasibility Analysis
  1. To include a separate line item cost proposal for ongoing consulting services related to project financing strategies.
3. Economic & Fiscal Impact Assessment

Upon completion of the Agreement:

- One electronic copy (CD) and one hard copy of each analysis final report.

## **SECTION VIII                      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 could result in their proposal being rejected.

### **❖ Tab I – 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)**

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 similar projects.

### **❖ Tab 5 – Methodology and Philosophy**

1. Describe the firm's methodology and philosophy utilized during similar projects, including methods aimed at involving the relevant public.

### **❖ Tab 6 – Timeline**

1. Describe the timeline for completion of the various aspects involved in each analysis to be performed.

### **❖ Tab 7 – References**

1. Provide references of similar projects for which your company has, in whole or in part, provided services.

❖ **Tab 8 – Customer Support**

1. Describe the firm's physical availability to the City of Conroe in terms of communication, meetings and fieldwork.

❖ **Tab 9 – Deliverables**

1. Include all requested items listed in the Scope. Insurance Certificate, Ethics Forms, HB 89 Verification Form, SB 252 Verification Form and all deliverables should be located in Tab 9 with the Price Proposal, including the hourly rate of specified key personnel and necessary support staff and a not to exceed cost proposal to complete the required analyses.

**CONTRACTOR INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED: \_\_\_\_\_ #OF EMPLOYEES \_\_\_\_\_

\*\*\*\*\*

CORPORATION:\_\_\_ PARTNERSHIP:\_\_\_ PROPRIETORSHIP:\_\_\_ L.L.C. \_\_\_ L.L.P. \_\_\_\_\_

YEAR EST. \_\_\_\_\_ NO. OF YEARS IN BUSINESS \_\_\_\_\_ FEDERAL ID NO. \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

PRINCIPALS:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

ADDRESS / CITY / STATE / ZIP : \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

**CONTRACTOR CUSTOMER / CLIENT REFERENCES**

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

*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 CIDC or 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 the RFP as it shall be a part of your response.**

**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.

# 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**

\_\_\_\_\_ (“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