

INVITATION FOR BIDS

CITY OF CONROE

**BID #0611-2020 FLOORING REPLACEMENT
CITY BUILDING - 700 OLD MONTGOMERY ROAD**



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

**MANDATORY PRE-BID JUNE 3, 2020 @ 9:30 AM @
700 OLD MONTGOMERY ROAD CONROE TEXAS 77301**

RESPONSES DUE JUNE 11, 2020 AT 2:00 PM

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids in triplicate for a flooring replacement project, located in Montgomery County, Texas. The Bids shall be appropriately marked “**Bid #0611-2020 Flooring Replacement – City Building @ 700 Old Montgomery Road**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Bids will be publicly opened and read on **Thursday, June 11, 2020 at 2:00 p.m.** in the 1st Floor Council Chambers at City Hall (300 West Davis).

A MANDATORY pre-bid meeting including site visit will be held on June 3rd, 2020 at 9:30 AM located at 700 Old Montgomery Road, Conroe Texas 77301.

Bids 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.

Bid documents may be reviewed and downloaded online at Vendor Registry www.cityofconroe.org with instructions to download documents from Vendor Registry

No bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents. The City of Conroe reserves the right to reject any and all offers, award parts of bids, award to multiple vendors and to waive informalities in submission of bids. The City of Conroe also reserves the right to award this bid to the lowest most qualified responsible bidder meeting all the specifications or to the bidder who provides goods or services at the best value for the City.

CC: 5/26/2020 & 6/01/2020

CITY OF CONROE, TEXAS

CITY OF CONROE

1. **Preparation of Bids:**

Unless otherwise directed in the Notice to Bidders, submit bids in triplicate to the City Secretary, 300 West Davis, 3rd floor, Conroe Texas, 77301. Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Bid Sheet.

2. **Questions and Inquiries:**

Information about this proposal should be directed to:

Tammie Rushing, Facilities Manager
trushing@cityofconroe.org
936-520-8979

3. **Pre-Bid/Site Visits**

A **MANDATORY** pre-bid meeting and site visit will be held June 3rd at 9:30 AM, located at 700 Old Montgomery Road, Conroe Texas 77301.

4. **Submission of Bids:**

Three (3) copies of each proposal shall be **CLEARLY MARKED "Bid# 0611-2020 Flooring Replacement – City Building @ 700 Old Montgomery Road"** and submitted by mail or in person 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: June 11, 2020 @ 2:00 PM

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

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

5. **Bid / Bid Bond:**

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 cashiers 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.

6. Insurance Requirements:

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed. The City shall be an additional named insured under the Contractors policy, which may not be reduced or terminated without ten (10) days written notice to the City.

	COVERAGE	LIMITS
A.	Worker's Compensation Law	- Minimum required by Texas
B.	Employer's Liability	- \$ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D.	Public Liability (Property damage)	- \$1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- \$ 200,000 each person
F.	Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section prior to commencing any work under this agreement.

7. Bid Evaluation and Award:

The bid award will be made on the basis of ***Texas Local Government Code Section 252.043***. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the ***best value*** to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

8. Reservations:

All Bids and associated materials received with your response will become the property of the City of Conroe and will be returned at the discretion of the City.

The Laws of the State of Texas, County of Montgomery, and the City of Conroe, with any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions, arbitration or litigation.

9. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

Best Value Selection Criteria:

- | | |
|---|---------|
| a) Purchase price. | 40 Pts. |
| b) Meets all bid specifications. | 20 Pts. |
| c) Bidder's principle place of business (§271.905). | 10 Pts. |
| d) References of current customers | 20 Pts. |
| e) Cities past history / experience with Vendor. | 10 Pts. |

10. Bidders:

Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

11. Communications:

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

12. Substitutions:

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

13. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

14. References:

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and e-mail address.

15. Delivery of Bids:

It is the bidder's responsibility to submit his bid at the proper time to the proper place.

16. Corrections:

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

17. Materials and Services:

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

18. 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.

19. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

20. 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.

21. 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.

22. 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

23. Alternate Bid Items:

No alternate bids or bid items will be considered unless they are specifically requested by the bid.

24. 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.

25. Payment:

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

reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

26. Proposal Agreements 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.

By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.

(Company Name)
Printed)

(Name of Authorized Agent –

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

Flooring Replacement 700 Old Montgomery Road– Specifications

Mandatory Pre-bid/Walk thru meeting will be held June 3, 2020 9:30 a.m. at 700 Old Montgomery Road, Conroe, TX 77301

Scope of Work

Work to be performed during normal business hours unless requested by contractor.

Replace interior flooring as listed below.

- Approximately 27,000 square feet of commercial mid-grade carpet will be removed and replaced
- Approximately 1,200 square feet of carpet squares will be removed and replaced
- Approximately 3,000 square feet of hard surfaces will be covered with a LVT Waterproof Vinyl.

Carpet and floors samples will be required to be provided for the selection process.

Install approximately 37,000 linear feet dark bronze 4 and ½ inch cove base, some existing cove base and tile base will need to be removed.

Roll off trash container will be furnished by contractor.

Various offices will required furniture removal in order to install

Selected contractor will supply all necessary carpet, floor leveler, and hard surface replacement.

Estimated time for completion: _____ . Work to begin in July 2020

Cost to be itemized

- Materials
- Labor

BIDS DUE BACK BY **June 11, 2020 at 2:00 pm**

Please call or email with any questions.

Tammie Rushing, Facilities Manager, 936-520-8979

**CITY OF CONROE
PURCHASING DEPARTMENT
REQUEST FOR SEALED BID**

The City of Conroe will receive sealed bids in triplicate for the flooring replacement at a city building, located in Montgomery County, Texas. The Bids shall be appropriately marked “**Bid #0611-2020 Flooring Replacement – City Building @ 700 Old Montgomery Road**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Bids will be publicly opened and read on **Thursday, June 11, 2020 at 2:00 p.m.** in the 1st Floor Council Chambers at City Hall (300 West Davis).

Bids will be received until: 2:00 P.M. on June 11, 2020

MANDATORY Pre-Bid Meeting and Site Visit:

June 3, 2020 @ 9:30 AM located at 700 Old Montgomery Road, Conroe Texas 77301.

For: Flooring Replacement

INSTRUCTIONS TO PROPOSER - - - - -PLEASE READ CAREFULLY

1. The City of Conroe, Tax No. 74-6000-555 is exempt from all Federal Excise Taxes. Do not include tax in your bid price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized.
2. The City of Conroe will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice.
3. This purchasing contract is subject to the attached **Purchasing Terms and General Conditions**.
4. In case of discrepancy between the unit price and the extension price, the unit price will be taken.
5. **ALL PROPOSALS MUST BE SIGNED BY HAND.**

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

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

Names of Business: _____

Mailing Address: _____

City _____ State _____ Zip _____

By: _____ Title _____

Phone: _____ E-mail Address: _____

PRICING PAGE:

Note: All quantities are estimates. City reserves the right to add quantities as needed based on individual prices below.

ITEM	DESCRIPTION	UOM	QTY	TOTAL COST
1.	Labor to remove and dispose of commercial grade carpet and Labor, materials and incidentals to replace commercial mid-grade carpet	Square Foot	27,000	\$ _____
Item #1 based on price breakdown: Labor per hour \$ _____ Price per SF for carpet \$ _____				
2.	Labor to remove and dispose of commercial grade carpet squares and Labor, materials and incidentals to replace with commercial mid-grade carpet squares	Square Foot	1,200	\$ _____
Item #2 based on price breakdown: Labor per hour \$ _____ Price per SF carpet squares \$ _____				
3.	Labor to install LTV Waterproof Vinyl Flooring over existing hard surfaces	Square Foot	3,000	\$ _____
Item #3 based on price breakdown: Labor per hour \$ _____ Price per SF LTV Vinyl Flooring \$ _____				
4.	Labor to remove damaged cove base and Labor, materials and incidentals to install dark bronze 4 1/2 inch cove base	Linear Foot	37,000	\$ _____
Item #4 based on price breakdown: Labor per hour \$ _____ Price per LF Cove Base \$ _____				
TOTAL BID \$ _____ (Removal and new flooring complete in place)				

Company Name _____

**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 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

_____ (“Company or Business Name”)
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date