

REQUEST FOR PROPOSALS

RFP 0803-2022 FIBER INSTALLATION, TERMINATING AND TESTING – I45 CORRIDOR



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

RESPONSES DUE AUGUST 3, 2022 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE FOR REQUEST FOR PROPOSALS

The City of Conroe will receive Sealed Proposals for Fiber Installation, Terminating and Testing along the I45 Corridor, located in Montgomery County, Texas. The RFPs shall be appropriately marked “**RFP # 0803-2022 Fiber Installation, Terminating and Testing - I45 Corridor**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301.

Bids are due on **THURSDAY, August 3, 2022 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, 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: 7/18/22 & 7/25/22

CITY OF CONROE, TEXAS

CITY OF CONROE

1. Preparation of RFPs:

Submit RFPs electronically through Vendor Registry or in duplicate ***(one original and one manual copy)*** on the prescribed forms or copies thereof, along with Bid bond if required, in a sealed envelope marked "**RFP # 0803-2022 Fiber Installation, Terminating and Testing – I45 Corridor**". 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:

Submit electronically or one (1) original and one (1) 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 1st Floor Council Chambers, 300 West Davis Conroe Texas 77301.

Due Date: August 3, 2022 @ 2:00 PM

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

- **SB 1295 certificate of Interested Parties**
- **SB 252 Verification Form**
- **SB 19 Verification Form**
- **SB 13 Verification Form**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**

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

(Sample Forms are attached)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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. 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 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 proposed 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. (5 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 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.



CITY OF CONROE

Est. 1904

Date: July 11, 2022

Project: Fiber Installation, Terminating and Testing

Project to utilized (4) strands of leased fiber from TxDOT along the I-45 corridor. All other fiber to be installed as stated below.

Scope:

1. Test and verify existing fiber path on (4) fibers from Public Works to TxDOT hub at I-45 South and South Loop 336 West.
2. Test and verify existing fiber path through TxDOT Hubs from I-45 South at South Loop 336 West to the I-45 North hub at State Highway 105 West.
3. Install/Prep/Splice new (12) count single mode fiber inside TxDOT hub to traffic signal cabinet at (10) locations along I-45 corridor through the City of Conroe utilizing existing conduit. The combined (12) count fiber length is 3,750 feet.
 - a. River Plantation
 - b. Creighton Road
 - c. South Loop 336 West
 - d. Gladstell Street
 - e. FM 2854
 - f. SH 105 West
 - g. Wilson Road
 - h. North Loop 336 West
 - i. FM 3083
 - j. League Line Road
4. Prep/Splice pigtailed and install bulkheads for (4) fibers inside existing TxDOT panel at the (10) locations as stated above.
5. Install new (144) count from I-45 TxDOT hub at State Highway 105, to City Hall through existing conduit. Terminate in the City Hall IT Room. The combined (144) count fiber length is 5200 feet.
6. Install/Prep/Splice - 4U panel inside I-45 hub and inside City Hall rack. Splice and test all (144) strands.
7. Install (12) count from ground box to signal cabinet at (5) locations along State Highway 105.
 - a. West Dallas Street
 - b. North Frazier & West Davis
 - c. North Frazier & West Phillips
 - d. West Phillips & San Jacinto
 - e. West Phillips and North Thompson
8. Ring cut (144) strand fiber and add splice. Prep (12) count from signal cabinet and splice at (5) locations as stated above.
9. OTDR Test all Fiber and provide Test Results.
10. All fiber connections to be LC type. Fiber to be Corning single mode fiber with tracer.

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 |
| | | | |
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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, *Kristina Colville*, 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

0803-2022 Fiber Installation, Terminating and Testing - I45 Corridor
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Kristina Colville
Purchasing Representative

Date

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

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

NOTARY SEAL

NOTARY SIGNATURE

DATE

Senate Bill 13 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

NOTARY SEAL

NOTARY SIGNATURE

DATE