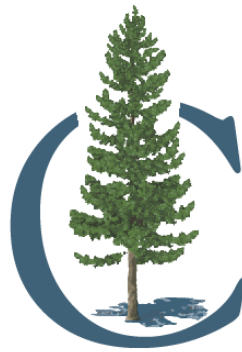


REQUEST FOR BIDS

CITY OF CONROE

**CITY OF CONROE CARL BARTON, JR PARK
SOCCER COMPLEX FIELD LIGHTING BID #030719**



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

BIDS DUE THURSDAY MARCH 7, 2019 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids, one (1) original and three (3) copies, for the Carl Barton, Jr. Park Soccer Complex Field Lighting Bid. The proposals shall be appropriately marked “**Carl Barton, Jr. Park Soccer Complex Field Lighting Bid.**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Proposals will be publicly opened and read on **Thursday March 7, 2019 at 2:00 p.m.** in the 3rd Floor conference room at City Hall (300 West Davis).

Instructions for downloading specifications and bidding documents from Vendor Registry are on the City of Conroe Website, www.cityofconroe.org , Departments, Purchasing.

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, 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.

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

The City of Conroe reserves the right to reject any and all offers, award parts of bids and to waive informalities in submission of proposals. The City of Conroe also reserves the right to award this proposal 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 taking certain evaluation factors into consideration as set forth in the this proposal.

2/19/19 & 2/25/19

CITY OF CONROE, TEXAS



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

Sealed Bids, **in quadruplicate**, shall be clearly marked **DO NOT OPEN, BID FOR** [“Carl Barton, Jr. Soccer Complex Field Lighting Bid #030719”](#) and mailed to the attention of the City Secretary, Soco Gorjon, City of Conroe, P. O. Box 3066, Conroe, Texas 77305 or Physical Address 300 W. Davis St. Conroe, Texas 77301.

Date: February 14, 2019

Bids will be received until: 2:00 P.M. on March 7, 2019

For: Conroe Parks Department

Having examined the Contract Documents, including the Instructions to Bidders, Form of Agreement, the General Conditions of the Contract, the Technical Specifications including Addenda numbered _____ through _____ inclusive, the undersigned proposes to perform the complete work required by the said Documents for:

TOTAL SUM OF BASE PROPOSAL ITEMS - Lighting and Equipment for lighting for 6 sports fields

(Gen. Conditions, overhead and profit are to be attributed within each item)

Amount written in words (This governs)

\$ _____

(Amount in figures)

TOTAL SUM OF MOBILIZATION (Gen. Conditions, overhead and profit are to be attributed within each item)

Amount written in words (This governs)

\$ _____

(Amount in figures)

TOTAL SUM OF INSTALLATION (Gen. Conditions, overhead and profit are to be attributed within each item)

Amount written in words (This governs)

\$(Amount in figures)

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

Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO. _____ RECEIVED _____

ADDENDUM NO. _____ RECEIVED _____

ADDENDUM NO. _____ RECEIVED _____

ADDENDUM NO. _____ RECEIVED _____

ADDENDUM NO. _____ RECEIVED _____

The undersigned bidder, pursuant to the right reserved by the Owner under Consideration of Bids as to rejection of bids, agrees to accept the award of said contract and hereby agrees to furnish performance and payment bonds in the amount of Contract Price and to enter into a Contract within ten (10) days after date of due notification from the Owner of award of the Contract; and further agrees to achieve Substantial Completion including the furnishing of all labor, tools, materials, plant and equipment and perform all services as set out in this Agreement, in accordance with the terms of the same, the work for this project is to be substantially complete within _____ calendar days and complete in full within _____ calendar days after notification to proceed.

The undersigned accepts that this Bid Form becomes a part of the Contract Documents upon the signing of the Owner/Contractor Agreement and failure of the Bidder to comply with any part of his bid may be taken as failure to comply with the Contract Documents and may be just cause of rejection of the Work.

The undersigned further certifies that the bid prices contained in the bid have been carefully checked and are correct and final and shall remain firm for a period of forty five (45) days from the bid due date.

The undersigned states that the cost of payment and performance bonds in an amount equal to 100% of the Contract Price and shall be included as part of the total sum bid.

The undersigned states that charges for overhead and profit in connection with authorized changes in the Work shall be as follows:

- 1) Changes that result in a net increased cost:
 - a. Cost for labor and material provided by the General Contractor's own forces shall include a maximum General Contractor's mark-up of _____% overhead and profit.
 - b. Cost of labor and material provided by Subcontractors shall include a maximum General Contractor's mark-up of _____ % overhead and _____ % profit.

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

2) Changes that result in a net decreased cost:

- a. Credit for labor and material to have been provided by the General Contractor's own forces shall include credits for General Contractor's mark-up of ____% overhead and ____% profit.
- b. Credit for labor and materials to have been provided by Subcontractors shall include credits for General Contractor mark-up of ____% overhead and ____% profit.

NAMING SUBCONTRACTORS

It is required that a Subcontractor shall be named for each of the categories of Work listed below. If work will be performed by your "own forces", so state. After the award of Contract, no substitutions of Subcontractors may be made without written approval of the Owner.

Excavation / Drilling:

_____ (List only one (1) Subcontractor)

Foundation:

_____ (List only one (1) Subcontractor)

Crane / Rigging:

_____ (List only one (1) Subcontractor)

Installation:

_____ (List only one (1) Subcontractor)

Electrical:

_____ (List only one (1) Subcontractor)

I agree to provide all accompaniments to this bid as required by the Instructions to Proposers, General Conditions and Other Conditions of the agreement.

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.**

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

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: _____

CITY OF CONROE

1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bids, one (1) original and three (3) copies, on the prescribed forms or copies thereof, in a sealed envelope marked "**Carl Barton Jr. Park Soccer Complex Field Lighting Bid #030719**". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. Questions and Inquires:

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

Bid Questions:

Specification Questions:

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

Lauren Arnold, Parks Superintendent
P.O. Box 3066
Conroe, TX. 77305
Office: 936-522-3843

3. Submission of Bids:

Four (4) sets of each proposal shall be submitted (one (1) original and three (3) copies) 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: March 7, 2019 @ 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

4. 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.

5. Bidders:

Bidders desiring Purchasing information or interpretation must request such information or interpretation from the Purchasing Department. 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 explanation or interpretation other than an addendum issued by the City will be considered official or binding.

6. Corrections:

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

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.

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) Proposed cost of services. | 20 Pts. |
| b) Meets all qualifications described herein. | 30 Pts. |
| c) Past experience and relationship with the City | 20 Pts. |
| c) Bidder's principle place of business (§271.905). | 15 Pts. |
| d) References of current customers. | 15 Pts. |

8. Reimbursements:

There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

9. Termination of Services:

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

10. Term of the Contract:

Project Completion

11. 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 fax number.

12. Delivery of Bids:

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.

13. 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.

14. Conditions of Conduct:

At all times any agent, officer, or employee of Bidder 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.

15. 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

16. Conditions of Work:

Bidders are expected to be fully informed of specifications 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. 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.

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

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

19. Independent Contractor Relationship:

The Bidder 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 Bidder 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 Bidder selected by this Bid 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.

20. 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.

21. 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.

22. 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.

23. Change Orders: The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PURCHASING DEPARTMENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum

24. Violation of Contract, Law or Ordinances:

In the event the consultant, its agents, representatives, employees, or volunteers are found willfully violating any law, ordinance, or provision of this contract, or becomes objectionable and offensive to the Public or City personnel, the said contractor shall be required to remove any such person from participating in this contract.

25. Payment: Payment will be scheduled within thirty (30) days upon receipt of an original invoice for the services provided in accordance with the terms and conditions of the award.

26. Minimum Standards for Prospective Bidders:

A prospective offeror must affirmably demonstrate their ability to meet the following requirements. The City may request representation and other information sufficient to determine the offeror's ability to meet the minimum standards listed below.

- 1) Have adequate financial resources, or the ability to obtain such resources as required.
- 2) Be able to comply with the required or proposed completion schedule.
- 3) Have satisfactory record of performance with similar projects.
- 4) Be otherwise qualified and eligible to receive an award and enter into a contract with the City of Conroe.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. 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.
- D. 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.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

Carl Barton, Jr. Park Soccer Complex Field Lighting

❖ SCOPE OF WORK

To provide all labor, equipment, materials and supplies necessary for “Pole in Air” installation required for lighting six (6) sports fields. **Fields 4 – 9.**

❖ EXTERIOR ATHLETIC LIGHTING

❖ Lighting System with LED Light Source

❖ PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for Carl Barton, Jr. Park Soccer Complex using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues: Carl Barton, Jr. Park Soccer Complex Fields 4-9.
- D. The primary goals of this sports lighting project are:
 1. Guaranteed Light Levels: Selection of appropriated light levels impact the safety of the players and the enjoyment of spectators. Therefore, light levels are guaranteed to not drop below specified target values for a period of 25 years.
 2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors. The LED design should provide better control than a good HID design.
 3. Life-Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operations of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

1.2 LIGHTING PERFORMANCE

- A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified on the following page. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Soccer Fields 4 – 9 (each field)	30 FC	2.5:1.0	84	30' x 30'

B. Hours of usage: Designs shall be based on the following hours of usage:

Area of Lighting	Annual Usage Hours	25 Years Usage Hours
Soccer Fields 4 – 9 (each field)	400	10,000

C. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 65

D. Monitoring Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal

Number of Poles	Pole Designation	Pole Height
16	S1 – S16	70'

1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- B. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified independent testing laboratory with a minimum of five years' experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

1.4 LIFE-CYCLE COSTS

- A. Manufacture shall submit a 25-year life cycle cost calculation as outlined in the required submittal information.
- B. Preventative and Spot Maintenance: Manufacture shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of equipment shipment. Individual outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

❖ PART 2 – PRODUCT

2.1 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant materials and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performances polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- C. System Description: Lighting system shall consist of the following:
 - 1. Approved pole technology:
 - a. Galvanized steel poles and cross-arm assembly
 - b. Spun Cast Prestressed Concrete poles with galvanized cross-arm assembly meeting ASTM C1089-13 (Standard Specification for Spun Cast Prestressed Concrete Poles).
 - 2. Non-approved pole technology:
 - a. Wooden poles of any nature will not be accepted.
 - b. Fiberglass poles will not be accepted.
 - c. Square static cast concrete poles will not be accepted.
 - d. Direct bury steel poles which utilized the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
 - 3. Lighting systems shall use concrete foundations. See section 2.3 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concremented specified for early pole erection, actual required minimum allowable concremented strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or reinforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
 - 4. Manufacture will supply all drivers and supporting electrical equipment
 - a. Remote drivers and supporting electrical equipment shall be mounted minimum 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced

for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.

5. Manufacture shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
 6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 7. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
 8. Control cabinet to provide remote on-off control and monitoring of the lighting system. See Section 2.4 for details.
 9. Manufacture shall provide lighting grounding as defined by NFPA 780 and UL Listed per UL 96 and UL 96A.
 - a. Integrated grounding via concrete encased electrode grounding system.
 - b. If grounding is not integrated into the structure, the manufacture shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less and 2/0 AWG for poles with more than 75 feet mounting height.
- D. Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
 1. Electric power: 480 Volt, 3 Phase
 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The kW consumption for the field lighting system shall be 165.60 kW or less.

2.3 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2015 International Building Code. Wind loads to be calculated using ASCE 7-10, an ultimate design wind speed of 140 and exposure category C.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2001 AASHTO Standards Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-4).
- C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report (Terracon Project No. 97175006 dated March 28, 2017).
- D. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted at time of bid to allow for accurate pricing.

2.4 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, design for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- D. Management Tools: Manufacturer shall provide a web-based and dashboard tool for actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS or Android devices.
- E. Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
 - 1. Cumulative hours shall be tracked to show the total hours used by the facility
 - 2. Report hours saved by using early off and push buttons by users.
- F. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

❖ PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of Texas for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundations;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

- A. Delivery Timing Equipment On-Site: The equipment must be on-site 6-8 weeks from receipt of approved submittals and receipt of complete order information. The City of Conroe is anticipating completion of this project no later than August 16, 2019.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years.

2. The contractor/manufacturer shall be responsible for an additional inspection one year from the date of commissioning of the lighting system and will utilize the owner's light meter in the presence of the owner.
 3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including foot-candles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURES.

All items listed below are mandatory, shall comply with the specifications and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. **Submit checklist below with submittal.**

Yes/No	Tab	Item	Description
	A	Letter / Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawings(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawings(s) showing: <ul style="list-style-type: none"> a. Field name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot-candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in foot-candles. Light levels shall be taken at 30-foot intervals along then boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Environmental Light Control Design	Environmental glare impact scans must be submitted showing the maximum candela from the field edge on a map of the surrounding area until 500 candela or less is achieved.
	F	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years' experience.
	G	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the Owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	H	Structural Calculations	Pole structure calculations and foundation design showing foundation shape, depth backfill requires, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with

			soil bearings pressures. Design must be stamped by a structural engineer in the State of Texas, if required by Owner. (May be supplied upon award).
	I	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system to include monitoring. They will also provide references of customers currently using proposed system in the state of Texas
	J	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to services entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Texas
	K	Warranty	Provide written warranty information including all terms and conditions. Provide references of customers currently under specified warranty in the state of Texas
	L	Project References	Manufacturer to provide a list of projects where the technology and specific fixture proposed for this project has been installed in the state of Texas. Reference list will include project name, project city, installation date, and if requested, contact name, email, and phone number.
	M	Product Information	Complete bill of material and current brochures / cut sheets for all products being provided.
	N	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
	O	Non Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
	P	Life-Cycle Cost Calculation	Document life-cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included in the warranty. All costs should be based on 25 Years.

25-Year Life Cycle Operating Cost

A.	Luminaire energy consumption ____ luminaires x ____ kW demand per luminaire x ____ kWh rate x ____ annual usage hours x 25 years		\$
B.	Demand charges if applicable	+	\$
C.	Cost for maintenance, not covered, for 25 years Assume ____ repairs at \$____ each if not included with the bid	+	\$
	Total 25-Year Life-cycle Operating Cost	=	\$

The information supplied herein shall be used for the purpose of complying with the specifications for CARL BARTON, JR. PARK SOCCER COMPLEX FIELD LIGHTING. By signing below, I shall agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer: _____

Signature: _____

Contact Name: _____

Date: ____ / ____ / ____

Contractor: _____

Signature:

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