

INVITATION FOR BIDS

#PD1125-2021

CONROE POLICE DEPARTMENT

POLICE TAHOE EQUIPMENT BID



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

RESPONSES DUE DECEMBER 2, 2021

CITY OF CONROE PURCHASING DEPARTMENT

BID NOTICE FOR COMPETITIVE SEALED BIDS

The City of Conroe will receive Competitive Sealed Bids electronically through Vendor Registry or in duplicate for PD1125-2021 Police Tahoe Equipment for the City of Conroe Police Department, located in Montgomery County, Texas. The bids shall be appropriately marked “**PD1125-2021 Police Tahoe Equipment Bid**”, and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301.

Bids are due on **Thursday November 25, 2021 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 3rd floor conference room, 300 West Davis St. Conroe Texas. Bids received after the specified time and date will be returned unopened.

Specifications and bid documents may be reviewed and downloaded online at www.cityofconroe.org, Purchasing Department with instructions to download from Vendor Registry. Questions concerning this bid should be directed to Kristina Colville, Purchasing Manager, Conroe Texas, (936-522-3830)

No bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

Pursuant to Government Code 252 the City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted value set forth in the request for bids and the ranking evaluation of the bids received. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.

CC 11/8/21 & 11/15/21

CITY OF CONROE, TEXAS



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

Sealed Bids, **in duplicate**, shall be clearly marked **DO NOT OPEN, BID FOR** **“PD1125-2021 Police Tahoe Equipment Bid”** 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: 12/8/2020

Bids will be received until: 2:00 P.M. on December 2, 2021

For: Conroe Police Department

Equipment to be delivered FOB to Conroe Texas as per the required delivery schedule

DESCRIPTION	TOTAL
Total of all equipment listed on page 7	\$

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.

ALL PROPOSALS MUST BE SIGNED BY HAND.

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

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

Names of Business: _____ Mailing Address _____

City _____ State _____ Zip _____

By: _____ Title _____

Phone: _____ E-mail Address: _____

CITY OF CONROE

1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bids *in duplicate* on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked "**PD1125-2021 POLICE TAHOE EQUIPMENT BID**". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

Note: Where item part number are listed, only bid that item OR MANUFACTURER'S EQUAL. If bidding an equal, please provide the part number for that item. Some part numbers are blank because part numbers are not available for the new 2021 Tahoe's yet. Please list those numbers when you bid those items.

2. Questions and Inquires:

Proposer's desiring further information or interpretation must request such information or interpretation from:

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

3. Submission of Bids:

Bids may be submitted online to Vendor Registry or Two (2) copies of each proposal shall be submitted to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: December 2, 2021 @ 2:00 PM

Send mailed responses 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.

4. Owner:

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

Best Value Selection Criteria:

- | | |
|--|----------------|
| a) Purchase price. | 40 Pts. |
| b) Meets all bid specifications. | 20 Pts. |
| c) Compatibility with current systems. | 30 Pts. |
| b) Best delivery. | <u>10 Pts.</u> |

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. 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.

7. 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.

8. Substitutions:

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

9. Default:

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

10. 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.

11. Delivery of Proposals:

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

12. Corrections:

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

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. 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.

15. 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.

16. Payment Terms

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

Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe Texas 77305. If invoices are subject to cash discount, discount period will be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice.

17. Proposal 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.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

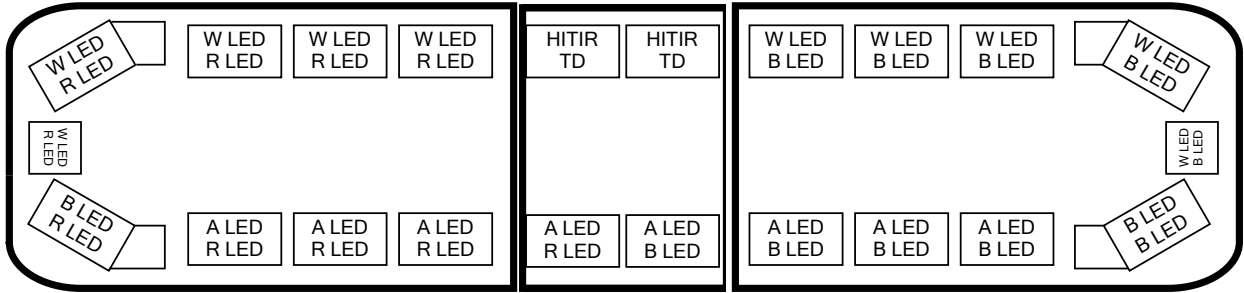
(E-Mail Address)

QTY	PART NUMBERS	DESCRIPTION	EACH	TOTAL
2	IONR 2	ION Surface Mount Series Super LED Red		
2	IONB 2	ION Surface Mount Series Super LED Blue	\$	\$
2	SSFP0516 1	Headlight Taillight Flasher (says for 2007-2020)	\$	\$
2	I2J 2	ION Duo LED Light Head Universal Light Red/Blue	\$	\$
2	LINZ6J 2	Super LED Headlights Split Red/Blue bracket	\$	\$
2	M4J 2	Super LED Surface Mount Red/Blue Flasher	\$	\$
2	M4FB 2	Flange	\$	\$
1	TRAB7603	Phantom Black for NMO Mount (760-870MHz), 3 dBi, 100 watt	\$	\$
1	PFP195C/25	3/4" NMO Antenna Kit 25'	\$	\$
1	AP-CCG-Q-S222-BL 1	AP Double Cell LTE & GPS - Black Threaded Bolt (antenna)	\$	\$
2	SAK1	Whelen Universal Brackets for Siren Speakers	\$	\$
2	SA315U	Whelen Siren Speakers Model SA315P	\$	\$
2	IONGROM	Whelen Body Mount Grommit Kit	\$	\$
1	RFLANG2B	Whelen License Plate Mounting Bracket (Vertical)	\$	\$
1	DS-DELL-416	HAVIS Docking Station (Dell Latitude 14 Rugged) w/ LPS-137 Power Supply	\$	\$
1	C-HDM-204	HAVIS 8.5 "Side Mount Telescopic Mounting Pole	\$	\$
1	10X8-07107 1	Ethernet Cable Red Cat 6	\$	\$
1	C-EB30-CH7-1P 1 ?	HAVIS Face Plate for Two Way Radio included w/console	\$	\$
1	CCSRN3	Cencom Core Siren/Light Control System Sapphire	\$	\$
1	CCTL7	21 Button Control Head w/ Slide Switch Whelen	\$	\$
1	Howler	Whelen Howler Siren and Speaker System	\$	\$
1	HWLRB32	Whelen Brackets for Howler System (Should be no charge)	\$	\$
1	C-MD-112 1	HAVIS Swing Arm w/ Motion Adaptor	\$	\$
1	C-AP-0945 1	9" Accessory Pocket 4.5" high	\$	\$
1	CG-X 1	HAVIS Charge Guard Select Auto Shut Off Timer	\$	\$
1	C-VS-1012-TAH	HAVIS Chevy Tahoe Console	\$	\$
1	C-ARM-102 1	HAVIS Side Mount Armrest	\$	\$
1	CUP2-1001	HAVIS Internal Mount Plate w/ 2 Cup Holders	\$	\$
1	C-FP-3 1	HAVIS 3" Filler Plates	\$	\$
1	C-EB40-CCS-1P 1	HAVIS Mounting Bracket w/ 4" Space	\$	\$
1	SBX-1005	Havis Storage Drawer (Key Lock)	\$	\$
1	SBX-3003	HAVIS Open Top Drawer Topper	\$	\$
1	SBX-5008	Havis Storage Drawer Mounting Kit for Tahoe Push	\$	\$
1	PB400	Setina Bumper	\$	\$
1	PB1826T21AOSB	Proguard Procell- Incl. Frt & Rr Partition, Trans. Seat, Outboard Seatbelts	\$	\$
1	GVPM series	Proguard single long gun T Gun mount w handcuff lock	\$	\$
1	Part Number	Whelen Legacy WC Series 54" Custom Configuration - SEE DRAWING attached	\$	\$
	EXTENDED TOTAL -Total Items 1-37 x 14 Tahoes		\$ _____	
1	AAK9EZINMATE_TAHOE	American Aluminum, K-9/Prisoner Transport System 2021 Tahoe	\$	
1	PB5	Setina Bodyguard Impact Resistant Fender/Headlight guard (pit bumper)	\$	

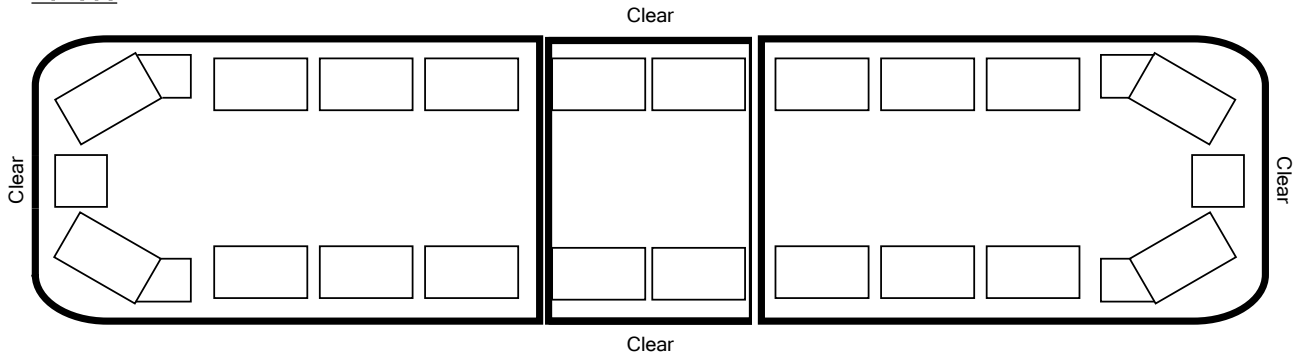
1	F3-P	F3 K9 Deployment & Head Alert System w/ Pager	\$
Extended Total for Items 38-40 K9 parts x 1 Tahoe			\$ _____
** denotes only needed for one of the 14 Tahoes.			
Grand Total = Extended total items 1-37 plus Extended total of items 38-40. This total will be added to			\$ _____

Legacy® WC Series Light Bar Order Form/Worksheet

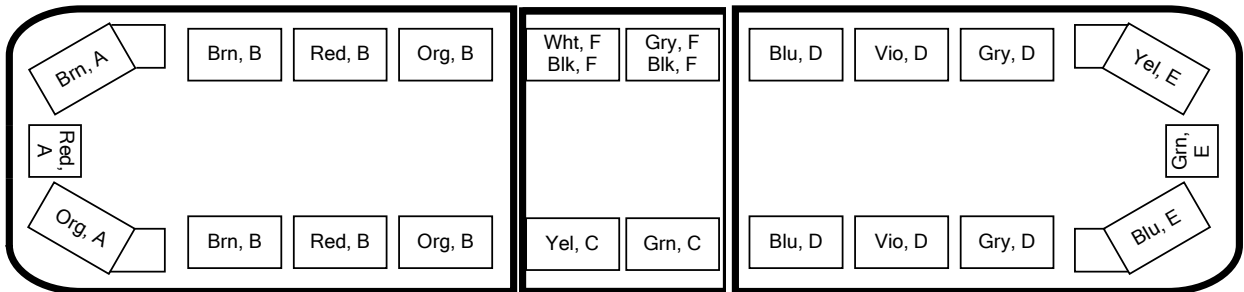
Configuration



Lenses



Internal Harness Connectors and Colors



Legacy® WC Series Light Bar Order Form/Worksheet

Line Items

QTY	Model #	Description	List Price
1	GB2BDEJ	54" Legacy Bar	Call Factory
1	GBAWD	Add One Super-LED® Warning/Alley Lights	
1	GBAWE	Add One Super-LED® Warning/Alley Lights	
3	GBDLD	Add DUO+ Series Linear-LED® Flasher, 1 Long White/Red	
1	GBTL	Add Two Long Proclera™ Silicone Optic TIR Takedown Lights	
3	GBDLE	Add DUO+ Series Linear-LED® Flasher, 1 Long White/Blue	
4	GBDLK	Add DUO+ Series Linear-LED® Flasher, 1 Long Amber/Red	
4	GBDLM	Add DUO+ Series Linear-LED® Flasher, 1 Long Amber/Blue	
Total:			Call Factory

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

Order Information

Voltage 12
 Bar Length 54
 WECAD Version WeCad 5.17.0.0
 Default Configuration 79-000A022-08

Special Instructions

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

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

5 Check only if there is NO Interested Party.

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

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

ADD ADDITIONAL PAGES AS NECESSARY

("Company or Business Name")
House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, *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.

Dana Safety Supply
Company Name

Tahoe Equipment
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Kristina Colville
Purchasing Representative

3/3/21
Date

Senate Bill 19 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
3. "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(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