

**CITY OF CONROE  
PURCHASING DEPARTMENT  
REQUEST FOR QUOTES**

Submit electronically by e-mail to Kellie Hall, Recreation Coordinator, [khall@cityofconroe.org](mailto:khall@cityofconroe.org).  
Quotes delivered late will not be accepted.

Date: 10/3/23

Quotes are due: 10/24/23 @ 2:00PM

Requesting Dept: Parks and Recreation Department

Materials or Services to be delivered FOB to Conroe Texas.



**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 Quotes 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 Quotes 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.**

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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 the RFP, all of which are made a part of this offer. This offer is not subject to withdrawal.

Names of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## CITY OF CONROE

### 1.0 **Owner:**

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

#### ***Best Value Selection Criteria:***

- |  |         |
|--|---------|
| a) Purchase price.                                 | 25 Pts. |
| b) Qualifications to perform this type of service. | 25 Pts. |
| c) Past experience and relationship with the City. | 15 Pts. |
| d) References of current customers.                | 10 Pts. |
| e) Proof of Insurance                              | 25 Pts. |

### 2.0 **Questions and Inquires:**

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

khall@cityofconroe.org

### 3.0 **Submission of Quotes:**

E-mail quote to Kellie Hall

khall@cityofconroe.org

Due Date: October 24, 2023 @ 2:00 PM

### 4.0 **References:**

The City of Conroe may request proposers to supply, with this Invitation to Quotes, 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.

### 5.0 **Materials and Services:**

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

### 6.0 **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 Quotes sheet. Prices shall be all inclusive. Any price not

shown on the Quotes 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 Proposer and included in the Quotes price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer must indicate both items required and attendant cost or forfeit the right to payment.

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

**7.0 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.

**8.0 Insurance Requirements:**

**NO QUOTE WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE QUOTE**

The Proposer shall procure and maintain, at its expense, during the term of this Quotes, at least the following insurance, covering work performed.

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

The Proposer agrees to furnish insurance certificates, showing the Proposers compliance with this section if required by the City.

**9.0 Conditions of Work:**

Proposers are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful Proposer of any obligations to furnish material and labor necessary to complete the project.

**10.0 Conditions of Conduct:**

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer.

**11.0 Alternate Items:**

No alternate Quotes or Quotes items will be considered unless they are specifically requested by the proposal.

**12.0 Unit Prices:**

The unit price of each of the Quotes items in the Quotes 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 Quotes represents the total Quotes. Any Quotes 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.

**13.0 Corrections:**

Erasures or other corrections in the Quotes must be noted over the signature of the Proposer.

**14.0 Withdrawal of Quotes:**

Quotes may be withdrawn by written request dispatched for delivery in the normal course of business prior to the Quotes opening. The Quotes guaranty of any Proposer withdrawing his Quotes in accordance with the above will be returned promptly.

**15.0 Award of / Rejection of Quotes:**

The City reserves the right to consider as unqualified to do the work, any Proposer who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.

**16.0 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.

**17.0 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 PARKS SUPERINTENDENT 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.

**Change Orders Continued:**

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

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

**18.0 Payment:**

The Utility Billing Manager shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. Once approved payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

**19.0 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.

**20.0 Scope Of Work:**

The City of Conroe Parks and Recreation Department hosts an annual Christmas Celebration free for the public to attend. This Quote will break down each need for this special event.

**RFP – Carnival Rides and Inflatables / Parks and Recreation Scope**

**Toby Powell Conroe Christmas Celebration**

2nd Saturday in December Time: 11A – 4P Downtown Conroe

Attendance ~5,000

Needs:

1. Carnival Events
  - 3 Lane 100-foot slide
  - Large Carousel (30 riders minimum)
  - Large Ferris Wheel (~40 foot)
2. Inflatables – (Christmas themed is appreciated)

Large Obstacle Course for all ages (ex. 40-foot obstacle course with slide)  
Basic bouncy castle for ages 6 and under  
18-foot double lane slide

3. Interactive Attractions

Rockwall – 24 foot with three stations/sides \*Requires an attendant  
Trackless Train - \*Requires a driver

**21.0 RESPONSE FORMAT**

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items will result in their proposal being rejected.

❖ **Tab 1 – Cover Letter**

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFQ. A person who is authorized by the organization to enter into an agreement with the City will sign the letter.

Please include all contact information.

❖ **Tab 2 – Acceptance of Conditions**

Indicate any exceptions to the specifications, terms and conditions of this RFQ, including the Scope of Services.

❖ **Tab 3 – Company Background**

1. Years in business under present name.
2. Name and address of office location.
3. Names and titles of officers in the company.

❖ **Tab 4 – Qualifications**

1. Describe firm qualifications, experience and project understanding.

❖ **Tab 5 – References**

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

❖ **Tab 6 – Customer Support**

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

2. How will distance from the project site and the City affect the response time to critical matters pertaining to the project?

❖ **Tab 8 – Pricing**

1. Complete the pricing page by event. You may bid any or all of the services required. If you do not supply one or more of the services required, place a No Bid in the pricing of that service.

**Quotes 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.

**By my signature below I agree to comply with all the following specifications, terms and conditions pertaining to this Quotes.**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name of Authorized Agent – Printed)

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(City / State / Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

**CITY OF CONROE PURCHASING DEPARTMENT**

**2023 TOBY POWELL CONROE CHRISTMAS CELEBRATION CARNIVAL AND INFLATABLES**

Second Saturday in December

Heritage Place – 500 Metcalf St. Conroe TX 77301

Event Hours 11A – 4P Estimated attendance – 5,000

<b>BID#</b>	<b><u>Toby Powell Conroe Christmas</u> May bid on one or more items Must Provide adequate attendants for each attraction Bids must follow scope of work in RFP</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	<b><u>CARNIVAL / FAIR RIDES</u></b>	<b><u>QTY.</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL</u></b>
	3 Lane 100 ft Fair Slide - Requires attendant	1	\$	\$
	Large Carousel (42')- requires attendant	1	\$	\$
	Large Ferris Wheel - requires attendant	1	\$	\$
	Rockwall 24 foot with three stations / sides	1	\$	\$
	Trackless Train – Driver is required	1	\$	\$
	Grand Total for Carnival Rides \$ _____			

<b>BID#</b>	<b><u>INFLATABLES</u> May bid on one or more items Must Provide adequate attendants for each attraction Bids must follow scope of work in RFP</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	<b>EVENT: TOBY POWELL CONROE CHRISTMAS CELEBRATION</b>			
	Large Obstacle Course for kids age 7-13 (ex 40 ft obstacle course with slide)	1 or more	\$	\$
	18-foot double lane slide	1 or more	\$	\$
	Christmas Themed Inflatable for ages 6 and under (ex. Basic bouncy castle)	1 or more	\$	\$
	Grand Total for Inflatables and obstacle courses \$ _____			

Company Name \_\_\_\_\_



# 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

\_\_\_\_\_ (“Company or Business Name”)  
**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