

INVITATION FOR BIDS

CITY OF CONROE

HIGH WATER RESCUE VEHICLE



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

RESPONSES DUE OCTOBER 21, 2021

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids electronically through Vendor Registry or in duplicate for a High Water Rescue Vehicle for the Fire Department. The proposals shall be appropriately marked “**Bid # 1021-2021 High Water Rescue Vehicle**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Bids will be publicly opened and read on **Thursday, October 21, 2021, at 2:00 p.m.** in the 1st Floor Council Chambers at City Hall (300 West Davis).

Specifications and bidding documents may be secured from www.cityofconroe.org, departments, purchasing.

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, award to multiple vendors and to waive informalities in submission of bids. 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.

CC: 10/7/21 & 10/12/21

CITY OF CONROE, TEXAS



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

Submit electronically through Vendor Registry or submit Sealed Bids, **in duplicate**, clearly marked **DO NOT OPEN, BID FOR** [“Bid # 1021-2021 High Water Rescue Vehicle”](#) 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: 10/5/21

Bids will be received until: 2:00 P.M. on October 21, 2021

For: Conroe Fire Department

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

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL BID	SPECIFIED DELIVERY
1	1	Surplus M923A2 Military 6x6 Cargo Truck as per attached complete specification.	\$	\$	
What is the delivery schedule for the truck					
			Total Bid		\$

Company Name _____

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

INSTRUCTIONS TO PROPOSER - - - - -PLEASE READ CAREFULLY

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

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

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 electronically through Vendor Registry or *in duplicate* on the prescribed forms or copies thereof, in a sealed envelope marked “**Bid # 1021-2021 High Water Rescue Vehicle**”. Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Bid Sheet.

2. **Questions and Inquiries:**

All questions should be asked through Vendor Registry

3. **Submission of Bids:**

Electronic Submissions or Two (2) copies of each proposal shall be **CLEARLY MARKED** “**Bid # 1021-2021 High Water Rescue Vehicle**” and submitted by mail or in person to the address below by the time and date set fourth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: October 21, 2021 @ 2:00 PM

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

4. **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.

5. **Reservations:**

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

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

6. 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. | 40 Pts. |
| c) Best delivery. | 20 Pts. |

7. Bidders:

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

8. 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.

9. Substitutions:

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

10. 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.

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 e-mail address.

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. Corrections:

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

14. 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.

15. 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.

16. 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.

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. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

19. 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

20. Alternate Bid Items:

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

21. 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.

22. Payment:

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

23. Proposal Agreements and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

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

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)



CITY OF CONROE - FIRE DEPARTMENT

Request for Bid

The City of Conroe is requesting proposals for a High-Water Rescue/Evacuation Vehicle. The following details shall be the minimum specifications.

Vehicle Chassis:

1. The vehicle shall be based on a surplus M923A2 Military 6x6 cargo truck.
2. Chassis shall be equipped with the Central Tire Inflation System (CTIS).
3. Spare tire, wheel, and tire lift system.

Body:

1. The cargo bed shall be steel and 14ft in length.
2. The cargo bed shall be equipped with standard troop bench seats the fold up and store against the side panels for increased cargo floor space.
3. The bed shall include a complete set of roof bows.
4. The vehicle shall include a custom cargo cover, color to be determined with (2) Emergency exits, roof markings / I.D.).
5. A total of four side panels shall be installed on the cargo body of the apparatus. Two on the driver side and two on the passenger side. The purpose of the side panels is to ensure the safety of the passengers inside the cargo body, along with providing a good footprint for Department decals.
6. There shall be Heavy Duty "Level Ride" Tuck-Away Lift Gate shall be installed at the rear of the bed with the following components:
 - *The lift gate shall be a knurled aluminum platform, Dimensions: L60" X W84".
 - * 24V wiring, all electrical and hydraulic lines shall be water-tight and contained in the forward portion of the apparatus.
 - * (4) Pull pins, (2) hydraulic disconnects, and (1) electrical disconnect aid in the removable of the liftgate, in the event that the gate needs to be removed from the apparatus.
 - * Relocate the liftgate's hydraulic power plant to the exterior bulkhead of the apparatus's cargo body.
7. There shall be a custom fitted rear operators deck to allow proper housing of lift gate, this will also act as a platform for all operators on the apparatus.
8. There shall be (2) removable safety handrails with kickplate, that insert into rear operator's deck for apparatus rear safety protection and passenger stability. The handrails will also be transferable from the rear operator's deck to the lift gate, where holsters will be on each side for handrail-positioning, and passenger stability.
9. (2) Custom slide ladders will be installed on the rear operator's deck, one on the driver's side, and one on the passenger's side.

10. The ladders will be supported by two steel frames which the aluminum ladder will slide up and down on.
11. The ladder frame will be made of .25" aluminum which will have precision cut hand grips from the top to the bottom of the ladder. 3" wide aluminum rungs will make up the footsteps of the ladder and be reinforced by an aluminum flat bar, which will be welded to the underbody of the rung.
12. (4) Knurled grab rails will be mounted to the slide ladders steel frame to provide additional hand support for entry/exit. (2) On the driver side, and (2) on the passenger side.
13. Fill all liftgate extrusions with closed cell foam to prevent water from entering the lift gate's internals.

Electrical

1. DOT lighting will be installed throughout the apparatus and will include Stop, Turn, Tail, with Reverse Lighting.
2. Weather Resistant, High-Tone Back Up / Reverse Alarm with Speaker will be installed at the rear of the unit and be actuated when the vehicle is switched into reverse.
3. (1) Kussmaul Auto Charge Kit will be installed on the driver's side of the cab, rear of the driver door.
4. The Kussmaul Auto Charger Kit shall include a 24VDC, 120VAC, 15 AMP Auto Eject cover mounted to the outside of the cab, and a dual 20 AMP Auto Charger which will be mounted in the highest location possible.

High-Water Precautions:

1. The engine air intake shall be 113" from the ground and mounted on the driver's side.
2. A vertical exhaust shall be installed.
3. The exhaust shall extend 119" from the ground and mounted on the passenger's side

Paint:

1. The cab and cargo body and side panels will undergo a complete color change to RED.
2. Paint (BLACK) will also be applied to the underbody of the extended operator's deck, and lift gate mounting brackets and required hardware. the Departments specifications.
3. Protective coating (RED) will be applied to the floor and bulkhead of the cargo body's interior.
4. Protective Coating (Color to match floor and bulkhead in cargo body) will be applied to the top side of the extended operator's deck.
5. The safety handrails will be painted OSHA yellow.

Emergency Lighting:

1. Emergency lighting shall be installed by a third-party vendor.

Decals/Signage:

1. Decals shall be provided and installed by the Conroe Fire Department.



CITY OF CONROE - FIRE DEPARTMENT

High Water Vehicle Rescue Program

Removing residents from the dangerous environment created from rising floodwaters create a challenge for the Fire Department. Historically, fire apparatus, dump trucks, and other vehicles have been tasked with the flood water rescues. Those vehicles are not built with that purpose in mind and present significant problems.

High Water Rescue Vehicles are built with both safety and ergonomics in mind. They start with a four-wheel-drive commercial or military chassis that is modified to perform in high water and make access to the rear victim transport area accessible to all types of evacuees. Modifications to the chassis can include larger tires, suspension modification, winches, and skid plates. Relocation of driveline and fuel system vent tubes as well as modifications to the electrical system are also included. Bodies are designed for ease of access, victim protection, and transport. Access to the body generally comes in the form of large hydraulic lift gates, as well as specialized ladders and access steps. The lift gates allow quick, safe loading and unloading of wheelchair or bedridden victims while dramatically reducing the risk to rescuers.

The HWRV must have a body that is designed for transporting personnel. Bench seats are installed down the length of both sides of the body. The seating may be removable or fold down and special tie-downs can be installed down the center of the body to retain wheelchairs, gurneys, or mobile beds. This also allows the vehicle to be used to haul pallets, which can contain drinking water, supplies, cleanup materials, clothing, fuel, or any number of other materials that need to be transported during a flood.

The vehicle will have a removable cover of canvas, polyester, or nylon. The sides can easily be rolled up to get air flow or rolled down when needed to protect the occupants from the elements. Stairs and ladders are designed to quickly deploy or stow and allow ambulatory evacuees safe, easy access to the seating area without having to climb up a tailgate. Extensive use of scene and body lighting is a big benefit during night operations, especially when heavy rain is encountered. Installing GPS and multiple forms of communications aid in navigating the flood environment as accessing victims is frequently difficult when primary and secondary roads are impassible. Finding alternate routes can be routine, as is the need to drive over curbs, sidewalks, etc. to reach trapped victims.

Fording depth is a big consideration. While it would be useful to have a vehicle that could negotiate six feet of water, that is not practical. Water depth of approximately 36 to 42 inches (the average height of a medium to large truck tire) is generally considered the limit of a High-Water Rescue Vehicle. Deeper water can make depth gauging impossible and would require a rescue boat. Also, the chassis frame, air intake, engine, and transmission become submerged when water is deeper than the tires. Wheelchair and bedridden patients must be carried in water over about 24 inches.

The High-Water Rescue Vehicle Program will provide transportation into flooded areas and allow removal of flooding victims that may be ambulatory, wheel chair bound, or those confined to a bed. Program equipment will consist of the following:

High Water Rescue Vehicle

- Emergency Lighting/Scene Lighting
- FLIR Night Vision



**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

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