

NOTICE TO RFP

The City of Conroe will receive RFP's electronically through Vendor Registry or in duplicate for Water Meter Replacements, located in Montgomery County, Texas. The RFP shall be appropriately marked "**RFP #1020-2022 for Water Meter Replacements**", and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301.

RFPs are due on **Thursday October 20, 2022 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 1st floor Council Chambers, 300 West Davis St. Conroe Texas. RFPs received after the specified time and date will be returned unopened.

Specifications and RFP documents may be downloaded from Vendor Registry. Questions should be asked electronically through Vendor Registry.

No RFP 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 RFP that offers the best value to the City considering the selection criteria and weighted value set forth in the request for RFPs and the ranking evaluation of the RFPs received. The City reserves the right to reject any and all RFPs, award parts of RFPs and to waive informalities in submission of RFPs.

CC 10/5/22 & 10/11/22

CITY OF CONROE, TEXAS

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

RFPs shall be clearly marked **DO NOT OPEN**, “**RFP #1020-2022 FOR WATER METER REPLACEMENTS**” Submit electronically through Vendor Registry or one original and two copies delivered to the City Secretary City of Conroe, 300 West Davis Street 3rd Floor Conroe Texas 77305. RFPs are opened and read aloud in the 1st Floor Council Chambers, City Hall. RFPs delivered late will not be accepted and will be returned to the vendor unopened. For Scope questions contact Karl Brosch, Utility Billing Manager. kbrosch@cityofconroe.org 936-522-3171.

Date: 10/5/22

RFPs are due: 10/20/22

Requesting Dept: Utility Billing 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 RFP 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 RFP 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 RFP, all of which are made a part of this offer. This offer is not subject to withdrawal.

Work Can Begin: _____ Cash Discounts _____% _____ Days

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 RFP, reject any or all RFP and to waive technical irregularities in the RFP. The award will be made on the basis of the lowest qualified responsible RFP or the RFP 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:

For Purchasing Questions:

Teri-Lynn Hatch, Purchasing Buyer
Office: 936-522-3829
THatch@cityofconroe.org

For Technical Questions:

Karl Brosch, Utility Billing Manager
Office: 936-522-3171
Fax: 936-522-3178
kbrosch@cityofconroe.org

3.0 Submission of RFPs:

Electronic Submissions or One original and (2) copies of each RFP shall be **CLEARLY MARKED "RFP # 1020-2022 Water Meter Replacement"** and submitted by mail or in person 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: October 20, 2022 @ 2:00 PM

Physical: City of Conroe
Soco Gorjon, City Secretary
300 West Davis St.
Conroe, TX. 77305

4.0 Information Clarification:

Vendors desiring further information or interpretation must request such information or interpretation from the Karl Brosch (936-522-3171) should a RFP 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.

5.0 Substitutions:

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner 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 RFPs. In preparing his RFP, each RFP is expected to include in his base RFP the cost of the items so specified.

6.0 References:

The City of Conroe may request RFPs to supply, with this Invitation to RFP, 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.

7.0 Materials and Services:

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

8.0 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 RFP sheet. Prices shall be all inclusive. Any price not shown on the RFP sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the RFP and included in the RFP price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, RFP 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.

9.0 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.

10.0 Ethical Standard:

THESE FORMS MUST BE COMPLETED WITH YOUR RFP RESPONSE

No City official or employee shall have interest in any contract resulting from this RFP. 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 RFP.**

- **1295 certificate of Interested Parties (Must be completed on the Texas Ethics Commission Website electronically)**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 19 Verification Form**
- **SB13 Verification Form**
- **SB 252 Verification Form – Enter your company name and RFP title, Purchasing will validate the form.**

The forms stated above **MUST** be returned as part of your RFP response.

Failure to include these forms may result in your RFP being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the RFP. The web address to the Texas Ethics Commission website with instructions

11.0 Insurance Requirements:

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

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

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

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

12.0 Conditions of Work:

RFPs 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 RFP of any obligations to furnish material and labor necessary to complete the project.

13.0 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.

14.0 Alternate Items:

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

15.0 Unit Prices:

The unit price of each of the RFP items in the RFP 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 RFP represents the total RFP. Any RFP not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

16.0 Corrections:

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

17.0 Withdrawal of RFPs:

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

18.0 Award of / Rejection of RFPs:

The City reserves the right to consider as unqualified to do the work, any RFP 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.

19.0 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.

20.0 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:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - Actual field cost of the work, plus fifteen (15) percent.

21.0 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.

22.0 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.

23.0 Scope Of Work:

SUMMARY OF WORK FOR METER REPLACEMENT PROJECT

The work for this project includes:

- Labor to remove existing Neptune T-10 AMR water meters and replacing with City of Conroe furnished Neptune Mach 10 V5 meters. Antennas must also be installed on each meter with the top of the antenna attached to the meter box lid. Type of meters to be replaced are 5/8 inch, and 1-inch meters. All replaced meters will be returned to the City of Conroe warehouse daily.
- All work must be completed within a 120 -day timeline period.
- Contractor Guarantees labor and workmanship for 1 year after installation – all repairs are free of charge to the City of Conroe.
- The contractor will furnish labor, supervision, insurance, etc.
- The Contractor understands all RFPs need to be valid for a minimum of 6 months.
- All work must be completed in accordance with the details and specifications of the City of Conroe.
- If meter box is moved for any reason it must be replaced level with the ground and all excess dirt removed from location.
- Contractor understands the total amount of meters will fluctuate from month to month due to growth. Contractor understands he/she is being paid by a total number of meters replaced and not the total estimated number.

24.0 RFP Agreement and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the RFP 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 RFP.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

Item #	Description	Meter Size	UOM	Qty	Price per Each	Total Price
1.	Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse.	5/8 Inch	Ea.	658		
2.	Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse.	1 Inch	Ea.	24		
3.	Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse.	1 ½ Inch	Ea.	1 (or more)		
4.	Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse.	2 Inch	Ea.	9		
5.	Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse.	4 Inch	Ea.	1(or more)		
6.	Labor to remove old meter boxes and install new meter boxes. This includes cleaning area, removing excess dirt and removing the old box if needed. NOTE: All new meter boxes shall have knock out holes for antennas.	NA	Ea.	1(or more)		
7.	Repair all cracks and or breaks due to installation or installment situations.	As Needed	Hour	1(or more)		

TOTAL PRICE FOR THE PROJECT (Items 1-7) \$ _____

Parts Mark-Up	% over actual cost _____%
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Do you charge a mobilization fee? If yes \$ _____

Describe labor warranty: _____

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