

INVITATION FOR BIDS

CITY OF CONROE

MOSQUITO FOGGING SERVICES



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

RESPONSES DUE MARCH 28, 2019

CITY OF CONROE PURCHASING DEPARTMENT

BID NOTICE FOR COMPETITIVE SEALED BIDS

The City of Conroe will receive Competitive Sealed Bids in duplicate for mosquito fogging services for the City of Conroe, located in Montgomery County, Texas. The bids shall be appropriately marked “**Mosquito Fogging Services Bid**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301.

Bids are due on **Tuesday March 28 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 3rd floor conference room, 300 West Davis St. Conroe Texas. Bids received after the specified time and date will be returned unopened.

Specifications and bid documents may be reviewed and downloaded online at www.cityofconroe.org Purchasing Department with instructions to Vendor Registry. No bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

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

CC 3/7/19 & 3/12/19

CITY OF CONROE, TEXAS

CITY OF CONROE

1. **Preparation of Bids:**

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

2. **Questions and Inquiries:**

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

Kathy Walker, Public Works
kwalker@cityofconroe.org
Conroe, TX. 77305
Office: 936-522-3885

3. **Submission of Bids:**

Two (2) copies of each proposal shall be **CLEARLY MARKED "2019 Mosquito Fogging Bid"** 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: **March 28, 2019 @ 2:00 PM**

USPS: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

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

4. **Reservations:**

The City of Conroe reserves the right to accept or reject any or all proposals as a result of this request, or to cancel in part or in its entirety, this Bid Request if found in the best interest of the City.

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

All proposals 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.

5. 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) Total bid price. | 45 Pts. |
| b) Meets all bid specifications and qualifications. | 20 Pts. |
| c) Best City wide application delivery. | 15 Pts. |
| d) Firm's years in business | 10 Pts. |
| e) Firm's reputation and references | 10 Pts. |

6. Bidders:

Bidders desiring Purchasing information contact Kristina Colville, kcolville@cityofconroe.org or for specification interpretation contact Kathy Walker, kwalker@cityofconroe.org. 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.

7. Bid Evaluation and Award:

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the *best value* to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

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 fax number. *The low bidder may be required to furnish Performance and Payment Bonds depending on references, reputation and State Laws.*

12. Delivery of Proposals:

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set for the 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 to the City of Conroe Accounting Department, P.O. Box 3066, Conroe TX 77305 or via email at acctpay@cityofconroe.org.

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. Insurance Requirements:

The Bidder shall procure and maintain, at its expense, during the term of this bid, 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. Public Liability (Casualty)	- \$ 500,000 combined single limit
F. Automobile Liability (Bodily injury)	- \$ 300,000 each person
G. Automobile Liability (Property damage)	- \$ 100,000 each occurrence

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

19. 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.

20. Conditions of Work:

Bidders 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 bidder of any obligations to furnish material and labor necessary to complete the project.

21. Term of Contract:

This contract shall be for one (1) year with the option to renew for up to three (3) years in one-year increments at no change in price at the sole discretion of the City of Conroe.

22. Ethical Standard:

No City official or employee shall have interest in any contract resulting from this Request for Bids. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

23. Alternate Bid Items:

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

24. 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.

25. Change Orders:

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

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

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order 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.

26. 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.

27. 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)

SCOPE OF WORK 2019 MOSQUITO FOGGING

- 1.0 General:** The Contractor shall provide all labor, equipment and materials to spray approximately 425 linear miles (City map attached) within the city limits of Conroe according to all E.P.A. and T.C.E.Q regulations. All fogging equipment used will be modern up to date equipment and properly maintained. The Leco HD ULV fogger will be the standard for this specification. The Contractor shall have a minimum of five (5) truck-mounted units available. The City of Conroe spraying period is May until November, every weekend, approximately 26 applications.
- 2.0 Hours of Operation:** Fogging operations will be performed between sundown and sunrise. Before any spraying the contractor shall notify the Public Works office 24 hours in advance, this notice can be sent via email at any time or by phone only during regular business hours. Before service begins driver must report in to the City of Conroe Police Dispatch at start time and again at end of spraying; voice mail or email will not be an acceptable form of notification.
- 3.0 Documentation of Sprayed Areas:** Within 24 hours of each spray completion, contractor will be required to email the Public Works Office a detailed activity report that shows: unit number, date, time, street name, and speed.
- 4.0 Insecticide:** All fogging will be done using Permethrin (Kontrol 30-30 Concentrate) with the dilution rates listed below.

Pest Mosquitoes: Mix 8 to 1 with a mineral oil at 0.45oz/acre

Disease Mosquitoes: Mix 4 to 1 with a mineral oil at 0.26oz/acre

Note: Rates are based on an average application speed of 20 mph, at no time during application is speed to exceed 30 mph.

- 4.0 Certifications:** The Contractor will use only state licensed personnel with verifiable training for all applications. The Contractor's certified applicator holding the Contractor's pest control license shall have a minimum of five (5) years experience in mosquito control and have ten (10) years experience in the pest control industry. The Contractor will have a staff entomologist available at all times to respond to any questions or health concerns. The City of Conroe will have the right to monitor all Contractor operations by having a designated observer that may ride with any operator at any time.
- 5.0 Liability:** It is the express agreement and understanding of both parties that the Contractor is in all respects and Independent Contractor of the City of Conroe, and shall not be deemed in any manner to acting as an agent or employee of the City. The work performed under this contract will be performed entirely at Contractors risk, and the contractor assumes all responsibility in the performance of the contract. Contractor agrees to indemnify the City and its officials, employees and residents for any and all liability or loss arising in any way out of the performance of Contractor's portion of the contract. The City of Conroe expressly disclaims any liability whatsoever or responsibility of any kind with respect to the judgment exercised by Contractor in determination of what chemicals or other material should be used by the Contractor in performance of the work provided for by this contract.

6.0 **Provisions:** The Contractor will provide the following;

- a) All necessary equipment, chemicals and supplies.
- b) Licensed, trained, and competent personnel adequate for the performance of the Contractor's duties.
- c) Copies of all required licenses and permits to the City of Conroe prior to commencement of this Contract.
- d) A list of all licensed applicators, which contains the name and State or Federal license number of each applicator, prior to any fogging.
- e) A complete list of all chemicals / oils used in the mosquito fogging with MSDS sheets provided.
- f) Copies of required insurance policies covering contractor.
- g) While work is being performed the Contractor will provide warning signs, slow moving vehicle emblems, and other necessary signage or signals to warn and protect motorists and pedestrians.

7.0 **Insurance:** The Contractor maintain comprehensive public liability and property damage insurance with minimum limits of \$1,000,000.00 for damage resulting to one person, \$500,000.00 for damages resulting from one casualty, and \$1,000,000.00 property damage insurance for damages resulting from one occurrence.

All vehicles owned or rented will be insured with minimum limits of \$300,000.00 per person and \$500,000.00 per occurrence for personal injury and \$100,000.00 property damage per occurrence.

Workers Compensation insurance will be provided by the Contractor with statutory limits.

The City of Conroe shall be named as a co-insured on all policies of insurance. Certificates of Insurance are to be provided to the City prior to beginning any work. The City of Conroe will require ten (10) days minimum advance notice before any policy or part thereof is canceled or modified.

8.0 **Area:** The area to be sprayed by the Contractor is every street within the area bounded by the City limits of Conroe. Attached is **Exhibit "A"** a map showing the city limits of the City of Conroe.

9.0 **Warranties:** The Contractor hereby warrants that all spraying / fogging shall be performed in accordance with both State and Federal regulations while following the recommendations as set out by the chemical manufacturer.

The City of Conroe reserves the right to periodically sample the mixed product in the trucks and have it analyzed at an appropriate lab to check for proper dilution rates.

The preparation and application of the chemical spray shall be performed by State and / or Federally licensed applicators.

All tools and equipment needed for this job are in good condition and are satisfactory for the performance of this Contract.



**PROPOSAL PAGE
PUBLIC WORKS DEPARTMENT
2019 MOSQUITO FOGGING BID**

ITEM NO.	APPROX. QYT.	<u>DESCRIPTION</u>	UNIT PRICE	TOTAL
1	425 Miles	<p><i>Pest Mosquitoes:</i> Provide labor, supervision, equipment and chemicals to Fog selected streets in the City of Conroe according to all E.P.A. and T.C.E.Q. rules and regulations. <i>(Each Application)</i></p> <p>Application Rate: Kontrol 30-30 Concentrate mixed 8 to 1 with a mineral oil at .45oz per acre</p> <p><i>Disease Mosquitoes:</i> Provide labor, supervision, equipment and chemicals to Fog selected streets in the City of Conroe according to all E.P.A. and T.C.E.Q. rules and regulations. <i>(Each Application)</i></p> <p>Application Rate: Kontrol 30-30 Concentrate mixed 4 to 1 with a mineral oil at .26oz per acre</p>	\$	\$
2	Per Mile	<p>Provide labor, supervision, equipment and chemicals to Fog selected streets in the City of Conroe according to all E.P.A. and T.C.E.Q. rules and regulations. <i>(Each Additional Mile)</i></p> <p>Application Rate :Same as Item 1</p>	\$	

Time to Complete One City Wide Application: _____ (Calendar Days)

Company: _____

By: _____

Date: _____

Title: _____

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

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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