

CITY OF TEAGUE, TEXAS



REQUEST FOR QUALIFICATIONS FOR ANIMAL CONTROL SERVICES

**REQUEST FOR QUALIFICATIONS STATEMENTS
DUE BY 2:00 PM, MONDAY, FEBRUARY 24, 2020**



City of Teague solicits qualifications for animal control services.

**REQUEST FOR QUALIFICATIONS:
ANIMAL CONTROL SERVICES**

Sealed packets containing the required information/documents must include 3 hard copies and 1 digital copy and will be received in the office of the City of Teague, City Administrator/Secretary until 2:00 p.m. on February 24, 2020 and opened immediately in that office in the presence of the City Administrator/Secretary, City of Teague. The packet is to be delivered to the City Administrator/Secretary, City of Teague, 105 South 4th Avenue, Teague, TX 75860. Any packet received after 2:00 p.m. on the date specified will be returned unopened. All persons/entities who submit a sealed packet are hereafter referred to in this RFQ as "Respondent" or "Respondents".

All packets must contain the following:
RFQ – ANIMAL CONTROL SERVICES PROPOSALS

Respondent's name and return address should be prominently displayed on the envelope. The RFQ specifications can be obtained online at www.cityofteaguetx.com.

Upon satisfactory completion of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), Respondent is to be paid via City of Teague's normal accounts payable process and in accordance with state and federal laws.

City's Board of Aldermen reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the City.

1.1 PROJECT LOCATION

- A. The Work will be performed throughout the incorporated limits of the City of Teague, Texas 75860.
- B. Equipment and material for the project will be stored at Contractor's site until such time that equipment is to be utilized.

1.2 QUALIFICATION SUBMISSION

- A. See Invitation to Bid for information on when and where bids will be received.
- B. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- C. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform the work as described in the Invitation to Bid and in the drawings provided.

1.4 CONTRACT TIME

- A. The contracted time for services is on an annual basis.

1.5 DEFINITIONS

- A. Bidding Documents: Plans and specifications supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, and bid securities identified. Bidding documents may also include additional stipulations required by the City of Teague included in the Invitation to Bid Package such as, but not limited to, Contractor Affidavit (E-Verify), and W-9 or 1099-MISC.
- B. Contract Documents: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form for completion of the work as outlined in the Contract Documents.

1.6 BIDDING DOCUMENTS IDENTIFICATION

- A. The Bid Documents are identified as:
 - 1. Invitation to Bid
 - 2. Instructions to Bidders
 - 3. Bid Form (with supplements)
 - 4. Project plans
 - 5. Project specifications

1.7 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be obtained as stated in Invitation to Bid.
- B. Partial sets of Bidding Documents will not be issued.
- C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.8 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify the City of Teague, City Administrator, if documents are incomplete.

1.9 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Theresa Prasil, City of Teague City Administrator, administrator@cityofteaguetx.com, at Teague City Hall via email. Verbal answers are not binding on any party.
- B. Submit questions no later than close of business February 10, 2020, questions received after this time may or may not be addressed. Replies will be made by Addenda. Addenda may be issued at any time during bidding period. Addenda will be sent to all known Bidders and Owner and will be posted on the City website, www.cityofteaguetx.com. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.10 PRODUCT SUBSTITUTIONS

- A. None Required.

1.11 SUBMISSION PROCEDURE

- A. Submit three hard copies and one digital copy of executed offer on Bid Forms provided, signed and sealed with required security deposit, if any, in a closed opaque envelope, clearly identified with Bidder's name, Bid number, Project name, and Owner's name on the outside.

1.12 BID INELIGIBILITY

- A. Bids that contain irregularities of any kind may be declared unacceptable at Owner's discretion.

1.13 SECURITY DEPOSIT

- A. None required

1.14 PERFORMANCE ASSURANCE

- A. None Required.

1.15 CONTRACTOR QUALIFICATIONS

- A. Bidders must submit the following information to qualify:
 1. Copy of State of Texas Licensing for Animal Control Services.
 2. List of comparable projects completed within the last 3 years or are currently working.
 3. Proof of general liability insurance policy.

- a. The Contractor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$2,000,000 aggregate for personal injury and \$500,000 per occurrence/aggregate for property damage.
- b. Said general liability policy shall name City of Teague as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to the City of Teague. Certificates of coverage as required by this section shall be delivered to the City of Teague within 14 days of execution of contract.

1.16 CONFLICT OF INTEREST

No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171, including, but not limited to, Local Government Code §171.002 and §171.003.

Further, the Vendor represents and warrants that the Vendor has no actual or potential conflicts of interest in providing the deliverables required by this contract to the City. Vendor represents that the provision of services under this contract will not create an appearance of impropriety. The Vendor also represents and warrants that, during the term of this contract, the Vendor will immediately notify the City, in writing, of any potential conflict of interest that could adversely affect the City creating the appearance of a conflict of interest.

The Vendor represents and warrants that neither the Vendor nor any person or entity that will participate financially in this contract has received compensation from the City, or any agency of the State of Texas for participation in the preparation of specifications for this contract. The Vendor represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this contract.

1.17 DISCLOSURE REQUIREMENTS

All prospective vendors shall complete the conflict of interest questionnaire and submit it with their proposal in accordance with Local Government Code, Chapter 176. (The Texas Legislature passed House Bill 914 during the 2005 Legislative Session which requires the conflict of interest questionnaire to be completed. Amendments were made in 2007 and 2015. These can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

1.18 ETHICS

The vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Teague.

1.19 TERMINATION OF CONTRACT

This contract shall remain in effect until: 1) contract expires, 2) delivery/completion and acceptance of products and / or services ordered or 3) terminated by either party with thirty (30) days written notice

prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. In the event the contract is cancelled, the City reserves the right to award to the next best proposal, as it deems to be in the best interest of the City.

1.20 TERMINATION FOR DEFAULT

Teague reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. Non-Performance of the vendor shall be a basis for termination of the contract by the City. Teague reserves the right to terminate the contract immediately in the event the successful vendor fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award the proposal to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful vendor. The City shall not pay for any commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

1.21 FORCE MAJURE

Neither party shall be responsible for delays caused by "Acts of God", non-city governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the work.

1.22 COMPLIANCE WITH LAWS

The successful vendor shall comply with all applicable Federal, state and local laws and regulations.

1.23 EQUAL EMPLOYMENT OPPORTUNITY

The successful vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or

Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.24 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Vendor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- If subcontracts are to be let, to take the affirmative steps listed in above paragraphs.

1.25 DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and § 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

1.26 COPELAND "ANTI-KICKBACK" ACT

The Vendor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Vendor must report all suspected or reported violations.

1.27 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and § 3704, as supplemented by Department

of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.28 DRUG FREE WORKPLACE

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1.29 CLEAN AIR ACT

The Vendor agrees to comply with the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. § 12511387), as amended—Contracts and Subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§ § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.30 DEBARMENT AND SUSPENSION

§ 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235),"Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1.31 BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

1.32 PUBLIC INFORMATION ACT

The Vendor acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this contract are subject to public disclosure under the Public Information Act, Vernon's Texas Codes Annotated, Government Code, Chapter 552. The Vendor shall produce all documents upon request of the City within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.

1.33 ACURATE AND TIMELY RECORD KEEPING

The Vendor warrants and represents that he will keep timely, accurate and honest books and record relating to the work performed and the payments received under this contract according to generally accepted accounting standards. Further, the Vendor agrees that he will create such books and records at or about the time the transaction reflected in the books and records occurs.

1.34 RIGHT TO AUDIT

The Vendor and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this contract. The Vendor shall make such documents and records available for examination and audit by the City or any other authorized entity of the State of Texas. The Vendor's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the completion of the Vendor. By executing this contract, the Vendor accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this contract. The Vendor shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The Vendor agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The contractor also agrees to include a provision in any subcontract related to this contract that

requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the subcontract.

1.35 ASSIGNMENT OF CONTRACT

The successful vendor shall not assign, sell, transfer, subcontract, or convey this contract, in whole or in part, without the prior written consent of the City of Teague's Board of Aldermen.

1.36 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

1.37 HOLD HARMLESS AGREEMENT

Vendor shall indemnify and hold City of Teague harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the City upon request.

1.38 WAIVER OF SUBROGATION

By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Teague as an indirect party to any suit arising out of personal or property damages, resulting from contractor's performance under this agreement.

1.39 BID FORM SIGNATURE

A. Sign Bid Form as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
3. Corporation: Signature of duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.

4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.40 ADDITIONAL BID INFORMATION

- A. Bidders are required to complete the following Bid Form Appendices and submit with Bid.
 1. Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.
 2. Certifications and Inservice training for all subcontractors listed in 1 above.

1.41 BID OPENING

- A. Bids will be opened immediately after time for receipt of Bids. Bidders may be present, but attendance is not required.

1.42 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 calendar days after bid closing date.

1.43 ACCEPTANCE OF OFFER

EXHIBITS

Please complete and return the following exhibits issued with this RFQ

BID FORM

To: City of Teague, Texas
City Administrator / Secretary
105 S. 4th Avenue
Teague, Texas 75860

Project: Animal Control Services – City of Teague

Date: _____

Submitted by: _____

(Full Name)

(Address)

1.44 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Price of:

\$_____ dollars, in lawful money of the United States of America.

All applicable taxes are included in the Bid Price.

1.45 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within seven days of receipt of Notice of Award.

Commence work within fourteen days after written Notice to Proceed. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the City of Teague by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.46 CONTRACT TIME

If this bid is accepted, we agree to be bound to perform Animal Control Services for a period of one (1) year and six (6) months and from the date the agreement is executed. Continued services will be reviewed on an annual basis by the Board of Aldermen, City of Teague.

1.47 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

1.48 APPENDICES

A List of Subcontractors is appended hereto and identified as Appendix A.

1.49 BID FORM SIGNATURES

The Corporate Seal of _____
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

Authorized Signature (Seal)

Printed Authorized Signature Name and Title

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

APPENDIX A - LIST OF SUBCONTRACTORS

The following is the list of Subcontractors referenced in the Bid Form submitted by:

(Bidder) _____

Dated _____ and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Subcontractors and coordinated by us:

WORK SUBJECT	NAME

END OF DOCUMENT

(Exhibit A)
CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete and truthful.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer and any principle employee of the proposer have not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer or any principle employee of the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract or have been terminated for cause on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the City of Teague may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603, by meeting or having complied with the provisions in the Act and by executing any affidavits required: Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the City of Teague to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the City of Teague. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Texas of the United States.

Signature

Sworn and subscribed before me

This ____ day of _____, 20____.

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **[Insert time and date]** but may not be withdrawn after such date and time.

That the City of Teague reserves the right to waive compliance by any applicant with any provision contained in this request whenever the city in its sole discretion believes such waiver is in the city's best interests

That by submission of this quote the bidder acknowledges that the City of Teague has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

CHECK LIST

- ___ Bidders Declaration Page
- ___ Bidders Information Page
- ___ Certificate of Non Discrimination
- ___ Certificate of Non Collusion
- ___ Specification List(s) for Compliance and Exceptions and option pricing
- ___ Bid Page(s)
- ___ Addendums (If any)
- ___ Conflict of Interest Affidavit
- ___ Conflict of Interest Questionnaire
- ___ Proposed Contract

The documents above are included within this Invitation to bid. Addendums will be available when issued.

CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by City of Teague, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and City of Teague; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response, and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Teague Board of Aldermen. The bidder may be declared, by City of Teague Board of Aldermen, ineligible for further contracts with the City of Teague until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER _____

SIGNATURE _____

TITLE _____