



## Request for Proposal

NAME OF COMPANY SUBMITTING PROPOSAL \_\_\_\_\_

### SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying specifications and proposal forms are for your convenience in bidding the enclosed referenced products and/or services. Bidders are cautioned that the Teague City Secretary *is the sole point of contact* for the City of Teague (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Teague - City Secretary  
105 South 4th Avenue  
Teague, TX 75860

PHONE (254) 739-2547  
FAX (254) 739-2433  
[administrator@cityofteaguetx.com](mailto:administrator@cityofteaguetx.com)

**Sealed proposals will be received no later than: NOVEMBER 10, 2020 @ 11:00 A.M.**

**MARK ENVELOPE: RFP DURAPATCHER P2**

**RETURN PROPOSAL TO: CITY OF TEAGUE**

**ATTN: CITY SECRETARY  
105 SOUTH 4TH AVENUE  
TEAGUE, TEXAS 75860**

**THE CITY OF TEAGUE** appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for award and shall be considered void. Opening is scheduled in the City Secretary's Office at 105 South 4th Avenue Teague, and Texas. You are invited to attend.

**THE CITY OF TEAGUE** is aware of the time and effort you expend in preparing and submitting proposals to the city. Please let us know of any proposal requirement that is causing you difficulty in responding to our proposals. We want to make the process as easy and convenient as possible so that all responsible vendors can compete for the City's business.

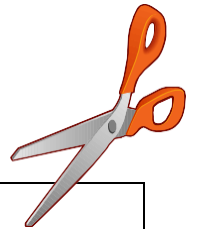
Award will be made approximately two weeks after the proposal opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the CITY SECRETARY at the address above or phone (254) 739-2547

**Return all pages of your proposal. Bidders shall sign and date pages with signature lines. Incomplete proposals or proposals which are not signed and dated as stated may be rejected.**



# REQUEST FOR PROPOSAL

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.



**SEALED PROPOSAL  
DO NOT OPEN  
RFP DURAPATCHER P2**

**PROPOSAL OPENING: NOVEMBER 10, 2020 @ 11:00 A.M.CST**

**For Information Contact:**

**Theresa Bell**

**(254) 739-2547**

[administrator@cityofteaguetx.com](mailto:administrator@cityofteaguetx.com)

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

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Proposals must be addressed to:**

**CITY OF TEAGUE  
ATTN: CITY SECRETARY  
PO Box 1952  
Teague, TX 75860**

## SECTION II - INSTRUCTIONS AND GENERAL TERMS

Sealed proposals will be received for:

### DURAPATCHER P2

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the products or services specified. The term of this contract will be one (1) year or until satisfactory completion of the project. City reserves the right to purchase additional units of products specified, provided pricing, terms and conditions remain the same.

**2.01 IT IS UNDERSTOOD** that the City of Teague, Texas (City) reserves the right to reject any or all proposals for any or all products and/or services covered in this proposal request and to waive informalities or defects in proposals or to accept such proposals as it deems in the best interests of the City of Teague.

**2.02 PROPOSALS MUST BE** submitted on the pricing forms included for that purpose in this packet. Proposals shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The proposal number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. **FACSIMILE TRANSMITTALS or DIGITAL SUBMISSIONS WILL NOT BE ACCEPTED.**

**2.03 SUBMISSION OF PROPOSALS:** The City of Teague requests one original and two copies of your proposal. Include all pages of this document in submitting your proposal. Sealed proposals shall be submitted to:

CITY OF TEAGUE  
ATTN: CITY SECRETARY  
105 SOUTH 4TH AVENUE  
TEAGUE, TX 75860

**2.04 LATE PROPOSALS: ALL PROPOSALS MUST BE RECEIVED IN THE CITY OF TEAGUE CITY SECRETARY BEFORE PROPOSAL OPENING DATE AND TIME.** Proposals received in the City Secretary after the submission deadline will be considered void and unacceptable. The City of Teague is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's Office will be the official time of receipt.

**2.05 FUNDING:** Funds for payment have been provided through the City of Teague budget approved by the Teague Board of Aldermen for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Teague fiscal year will be subject to budget approval.

**2.06 ALTERING PROPOSALS:** Proposals cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer of the proposal.

**2.07 WITHDRAWAL OF BID:** A proposal may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of proposals, and bidder so agrees upon submittal of a proposal. For the purpose of proper proposal evaluation and approval, all prices, costs, and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the proposal opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

**2.08 SALES TAX:** The City of Teague is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

**2.09 PROPOSAL AWARD:** The City of Teague will review all proposals for responsiveness and compliance with these specifications. Proposals are awarded either to the responsive, responsible bidder who submits the lowest and best proposal based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Teague may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

**2.10 CONTRACT:** This bid, when properly accepted the City of Teague, shall become a contract equally binding between the successful bidder and City of Teague. No different or additional terms will become a part of this contract with the exception of Change Orders.

**2.11 CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Teague Purchasing Agent.

**2.12 IF DURING THE** life of the contract, the successful bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Teague.

**2.13 DELIVERY:** All delivery and freight charges (FOB City of Teague) are to be included in the proposal price.

**2.14 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, Subtitle C, Chapter 171. City of Teague Charter prohibits Council members and other officers and employees of the City of Teague from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Teague.

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

**2.16 EXCEPTIONS/SUBSTITUTIONS:** Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Teague reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

**2.17 DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

**2.18 ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Teague City Administrator. Addenda can be found on the City of Teague website [www.cityofteaguetx.com](http://www.cityofteaguetx.com). It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this RFP. Addenda may also be obtained by calling the City of Teague City Secretary at 254-739-2547.

**2.19 PROPOSAL MUST COMPLY** with all federal, state, city and local laws concerning types of products specified.

**2.20 DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**2.21 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS:** A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Teague may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

**2.22 BIDDER SHALL PROVIDE** with this proposal response, all documentation required by this RFP. Failure to provide information specifically requested may result in rejection of your proposal.

**2.23 INDEMNIFICATION:** The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

**2.24 WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to City of Teague, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

**2.25 TERMINATION OF CONTRACT:** This contract shall remain in effect until the contract expires, until acceptance of performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Teague reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

**2.26 TERMINATION FOR DEFAULT:** The City of 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. The City of Teague reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Teague may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Teague shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Teague shall not be liable to prosecution for damages in the event that the City of Teague declares the bidder in default.

**2.27 NOTICE:** Any notice provided by this proposal (or required by Law at the address so provided) to be given to the successful bidder by the City of Teague shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Teague, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

**2.28 CONTRACT ADMINISTRATOR:** Under this contract, the City of Teague may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Teague Purchasing Department and the successful bidder.

**2.29 PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Teague to the successful bidder. The purchase order number must appear on all itemized invoices. The City of Teague will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**2.30 EACH INVOICE** shall be numbered and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Teague Purchase Order number, and (4) descriptive information as to the services delivered.

**2.31 PAYMENT** will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

**2.32 ITEMS**, if any, supplied under this contract shall be subject to the City of Teague's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

**2.33 SAMPLES:** When requested, samples shall be furnished free of expense to the City of Teague. Samples will be returned on request.

**2.34 WARRANTY:** The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

**2.35 REMEDIES:** The successful bidder and the City of Teague agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**2.36 APPLICABLE LAW AND VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Teague, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

**2.37 EQUAL EMPLOYMENT OPPORTUNITY:** The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

**2.38 ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Teague.

**2.39 SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

**2.40 PROPRIETARY INFORMATION:** The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

**2.41 This section not used.**

**2.42 BEST VALUE:** THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS RFP EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Teague may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Teague;
6. the impact on the ability of the City of Teague to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City of Teague to acquire goods or services; and
8. any relevant criteria specifically listed in the request for proposals or proposals.

**2.43 NONRESIDENT BIDDERS:** Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to under proposal a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Proposal Affidavit to follow.

**2.44 OZONE ACTION DAYS –** The successful bidder shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

**2.45 ANY QUESTIONS** concerning the RFP shall be directed to the City Secretary in writing. The FAX number for written inquiry is 254-739-2433 or you may e-mail to [administrator@cityofteaguetx.com](mailto:administrator@cityofteaguetx.com). Reference the section and page in question.

**2.46 VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Teague, Texas. Venue for actions arising under this agreement in state courts shall lie exclusively in Freestone County, Texas.

**2.47 INCLEMENT WEATHER/STATE OF EMERGENCY:** In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the proposal closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

#### **2.48 Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

##### **The Filing Process:**

1. Prior to award by Board of Aldermen, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within seven (7) business days** from notification of pending award by the City of Teague Purchasing Department, the completed Form 1295 **must** be submitted to City of Teague.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a City of Teague contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

#### **BY SUBMITTING A PROPOSAL YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE**

**Please Note: No action required until notification of potential award by the City of Teague.**

## **SECTION III - SPECIAL PROVISIONS**

**3.00 PROPOSAL SECURITY:** A proposal security is **not** required.

**3.01 SUPPORTING INFORMATION:** When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your proposal.

a) Warranty - Include warranty information with your proposal. Warranties may be a consideration of proposal award. Only standard pre-published warranties will be considered.

b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to ensure that your product meets or exceeds minimums specified.

**3.02 NON-RESIDENT BIDDERS:** Texas state law requires that the City of Teague give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to under proposal a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Law. Bidders must certify that they are resident or non-resident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder.

**3.03 INSURANCE:** The successful bidder shall meet the minimum insurance requirements of the Texas State Financial Responsibility Act for operation of vehicles(s) used in the delivery of item(s) purchased. If a specific insurance policy is to be furnished by successful bidder, it shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Teague by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**SECTION IV - PROPOSAL RESPONSE**

<b>Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Each</b>	<b>Total</b>
<b>1</b>	<b>EA</b>	<b>CIMLINE DuraPatcher P2</b>	<b>\$</b>	<b>\$</b>

Must be available for delivery no later than January 1, 2021.

DELIVERY DAYS \_\_\_\_\_ ARO (after receipt of order) The City of Teague monitors delivery. Failure to deliver as stated or to properly inform the City of Teague of delays may result in cancellation of this contract. The City of Teague reserves the right to award canceled contracts to the next lowest and best bidder as it deems to be in the best interest of the City of Teague.

State any Discounts for early payment.

**Submittals: To be declared responsive and receive consideration for award the following items must be submitted with the bid;**

- \_\_\_\_\_ All pages of this document (2 Copies)
- \_\_\_\_\_ References (3)
- \_\_\_\_\_ Proposal Affidavit

**I have read and agree to the terms and conditions of this proposal request.**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_

## SECTION V – TECHNICAL SPECIFICATIONS

**5.00 GENERAL INFORMATION:** The purpose of this specification is to solicit proposals for one (1) new Cimline Pavement Maintenance Group (CPMG) DuraPatcher P2 for the Streets Departments. Specifications listed are minimums unless otherwise noted. The City Secretary solicits comments in regard to these specifications before date of closing. The final specifications will be binding on all bidders. Prices are requested fixed and firm for a period of no less than 90 days.

Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the City of Teague under this proposal solicitation are new, not used or reconditioned, and are not of such an age as to impair their usefulness or safety, and that the goods, materials, supplies, or components are current production models of the respective manufacturer.

The City reserves the right to purchase additional units provided terms and conditions remain the same.

**5.01 WARRANTY:** The successful bidder shall furnish a copy of the manufacturer's standard warranty on major components at the time of delivery. The successful bidder shall furnish a Warranty that will be honored by any manufacturer's authorized dealer of the equipment.

**5.02 STANDARD EQUIPMENT:** Unless otherwise specified, all units shall be furnished with standard factory installed accessories as listed in the manufacturer's printed literature for the proposal. The City of Teague is Tax exempt. Incidental costs shall be included in the price proposal.

**5.03 DEALER PREPARATION:** All units shall be prepared for operation, completely assembled, and serviced at no extra charge to the City. Unless otherwise agreed all units shall be delivered complete as specified.

**5.04 F.O.B. TEAGUE:** All units shall be priced F.O.B. Teague, Texas. No additional charges will be allowed for delivery or transportation.

**5.04 PROPOSAL AWARD:** The City reserves the right to award or reject any and all proposals received.

**5.05 DELIVERY:** Must be available for delivery no later than January 1, 2021.



## CPMG DuraPatcher P2

**Emulsion Capacity:** 250 Gallons

**Engine:** 74HP IT4 Diesel

**Heating Method (Overnight):** Electric Blanket

**Heat Rating:** 2 x 1500 Watts

**Tank Insulation:** R 15

**Blower:** 450 CFM at 1500 RPM, 10 PSI

**GVWR (lbs):** 10,400

**GAWR (lbs):** 2 x 6000

**Axles/ Suspension:** 2 (Leaf Spring)

**Brake Type:** Electric

**Clean Out:** 15 Gallons

**Fuel Capacity:** 18 Gallons

**Trailer Construction:** 2" x 6" x 1/4" Rectangular Tube

**Drain Valve:** 3"

**Temperature Gauge:** 5"

**Dimensions (l x w x h)** 194" x 96" x 91"

**Shipping Weight :** 5,560 lb.

**Warranty:** Two Year Limited

# ATTACHMENT I

## REFERENCES

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or a similar product.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

**ATTACHMENT II  
PROPOSAL  
AFFIDAVIT**

All pages in offeror's proposal containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this proposal will be 90 calendar days from the date of the proposal opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_  
On this day personally appeared, who after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_  
and have been duly authorized to execute the foregoing proposal on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.  
YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Teague, State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_ (give state).

Name and Address of offerer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Telephone Number \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature:

\_\_\_\_\_

**SUBSCRIBED AND SWORN** to before me by the above-named

\_\_\_\_\_ on this the \_\_\_\_\_ day of, 20\_\_\_\_\_  
(name of Notary)

**Notary Public** in and for the State of \_\_\_\_\_

## ATTACHMENT III

### NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Teague is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Teague will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

[www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us/>> or at 1-512-463-5800.

Please remit the CIQ form with your proposal.

Thank you.

# CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

## For Vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84<sup>th</sup> 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 7<sup>th</sup> 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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by 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?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

**ATTACHMENT IV**

**NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:**

In 2017 the Texas Legislature passed House Bill 89, which prohibits the state from contracting with and investing in companies that boycott Israel

**CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001**

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

- (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 limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.**