



CITY OF KINGSVILLE

RFP 25-04

**Purchase and Installation
of Kennels for the Animal Shelter
Expansion Project**

CLOSING DATE:

December 10, 2024

2:00 PM

PURCHASE AND INSTALLATION OF KENNELS FOR THE ANIMAL SHELTER EXPANSION

The City of Kingsville, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with the Purchase and Installation of Kennels for the Animal Shelter Expansion, complying with the following specifications as listed herein.

A **sealed** copy of the proposal may be submitted by courier or hand delivered to Charlie Sosa Purchasing Manager for the City of Kingsville, 400 West King Ave., Kingsville, Texas 78363. Proposals may also be mailed to Charlie Sosa Purchasing Manager, City of Kingsville, 400 West Kingsville, Kingsville, Texas 78363. Mark envelope in lower left corner "RFP No. 25-04; Purchase and Installation of Kennels for the Animal Shelter Expansion," so that the proposals will not be opened until the appointed hour. Proposals submitted must be received before proposal closing on Tuesday, December 10, 2024, at 2:00 p.m. **Faxed or emailed proposals will not be accepted.**

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal, you may contact csosa@cityofkingsville.com.
2. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate "NO PROPOSAL" on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.
3. Protection of Resident Workers: The City of Kingsville actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
4. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
5. Proposals must be **received as one (1) original, and five (5) copies plus one (1) digital copy on a USB flash drive**, prior to the closing date and time to be considered. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Kingsville will not be responsible for mail delivered from the

post office. Proposals received after the published time and date cannot be considered and will be returned unopened.

6. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.

7. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with proposal. This data is for informational purposes only and will not affect the proposal award.

8. A completed W-9 form will be required and submitted with proposal.

9. In submitting an offer, respondent certifies that they have not participated in, nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

10. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized, and submitted with bid proposal.

11. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

12. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.

13. The City of Kingsville reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.

14. This Contract may be terminated at any time with thirty-(30) day's written notice by either the City of Kingsville or successful proposer.

15. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.

16. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.

17. The City is exempt from all sales and excise taxes.

18. The City of Kingsville reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.

19. It shall be understood all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City and will not be returned. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.

20. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.

21. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other *government entities may wish to also participate under the same terms and conditions contained in this contract* (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Kingsville and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Kingsville shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Kingsville _____ Yes _____ No.

22. The proposal evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.

23. The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low proposer once notification has been received.

24. The Contract is included for proposer's information so that proposers may be familiar with its contents and requirements. **Proposer shall not fill in or execute the contract at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**

SPECIAL PROVISIONS

1. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

2. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the city.
3. 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 and shall not be effective unless signed by an authorized representative of the City.
4. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
5. The City reserves the right to require additional technical and pricing information and negotiate all elements, which comprise the Vendor's proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
6. All questions must be submitted via email to csosa@cityofkingsville.com by **12:00 p.m. on Wednesday, November 27, 2024**, prior to proposal closing date.
7. Proposers shall submit a total of five (5) references.
8. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

Check List:

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors
- Prohibition on Contracts with Companies Boycotting Israel
- Proposal Sheet
- References
- Certification Statement
- IRS W-9
- Secretary of State Filing Certificate/Partnership Agreement

DOG KENNEL EQUIPMENT

PART 1 - DOG KENNELING

A. MANUFACTURER:

1. DIRECT ANIMAL PRODUCTS 877-459-7827 or APPROVED EQUAL

B. MATERIALS:

1. Stainless Steel. **Field Verify all Dimensions** prior to fabrication of kennels.

C. KENNEL DOORS (GATES):

1. Kennel Door: Height: 75.500" and width varies minimum 24" wide.

2. Doors (Gates)

- a. Frame is constructed of 1.25" stainless steel square tubing mitered at corners. All welds to be polished to ensure seams are smooth.
- b. Frame has no bottom rail to eliminate tripping hazards.
- c. Doors to swing both inside and outside of the run.
- d. Grill panel constructed of 1/4" stainless steel rods and welded to bottom tubing with no holes to eliminate urine pooling.
- e. Hinges should be stainless steel pin at bottom of door with 3/8" stainless steel hex bolt at top. A nylon bushing to be installed for smooth operations.
- f. Latches are to be positive spring loaded allowing for one handed operations and insuring door cannot be pushed open when closed.
- g. Doors should have a rotating bowl feeding system with (2) two-quart bowls installed.

SIDE PANELS (WALLS):

1. Side Panel: Height: 75.500" and width varies per depth of kennel run.

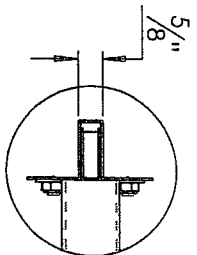
- a. Frame to be constructed of 1.25" stainless steel square tubing mitered at corners. All welds to be polished to ensure seams are smooth.
- b. Lower section of side panel to be 3/8" HDPE (high density polyethylene) 48" height for isolation.
- c. Upper section of side panel to be 1/4" stainless steel rods in a grill pattern welded to frame.

D. ROOF ENCLOSURES (CAGE TOPS):

1. Roof Enclosures: Height and width varies per size of kennel run.
 - a. Frame and crossbars are to be constructed of 1.25" stainless steel square tubing mitered at corners. All welds to be polished to ensure seams are smooth.
 - b. 1/4" stainless steel rods at 2.0" spacing.
 - c. Brackets are to be provided to install to top of side panels or to attach to walls as design layout requires.

E. GUILLOTINE DOORS (TRANSFER DOORS):

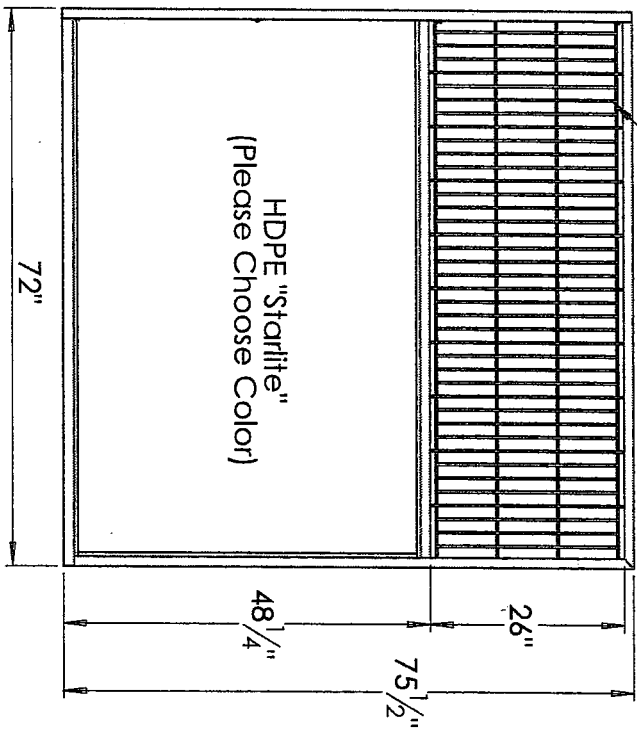
1. Guillotine Doors: Standard size to be 18"x28" for a 16"x20" opening.
 - a. Guillotine door material to be 3/8" HDPE (high density polyethylene).
 - b. Stainless steel tracks and pulleys shall be provided with the guillotine system.
 - c. Guillotine door system shall have a steel cable and a counterbalance system to attach to a grill door.



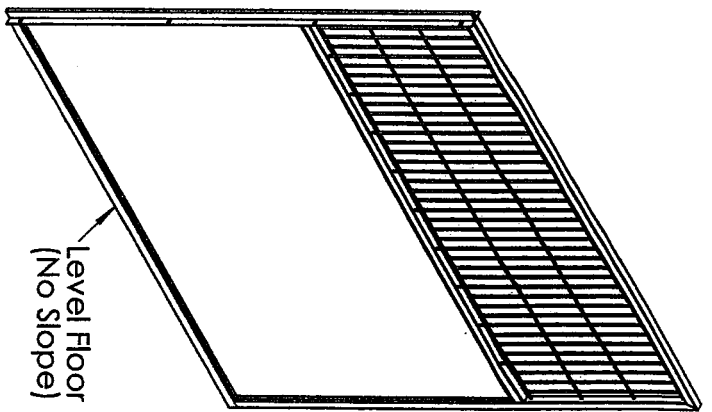
Mounting Angles

1/4" RND SS Rod on
1/4" RND SS Rod Grill

- STARLITE COLOR SELECTION**
- BLUE
 - BURGUNDY
 - CLAY
 - ORANGE
 - RED
 - YELLOW



HDPE "Starlite"
(Please Choose Color)



Level Floor
(No Slope)

CUSTOMER APPROVAL

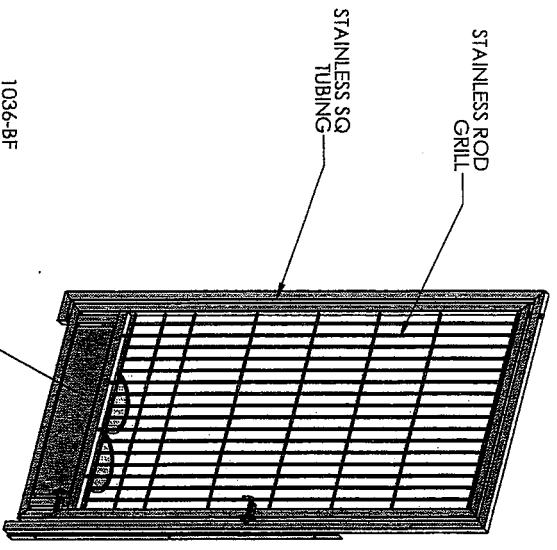
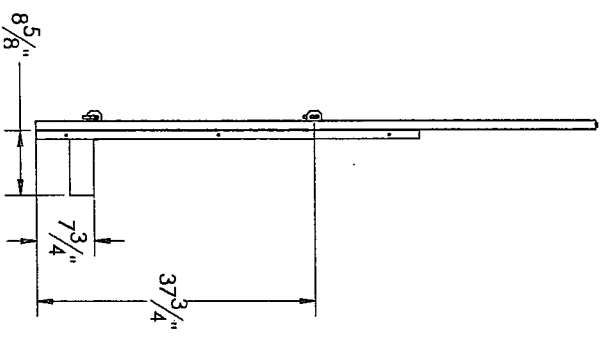
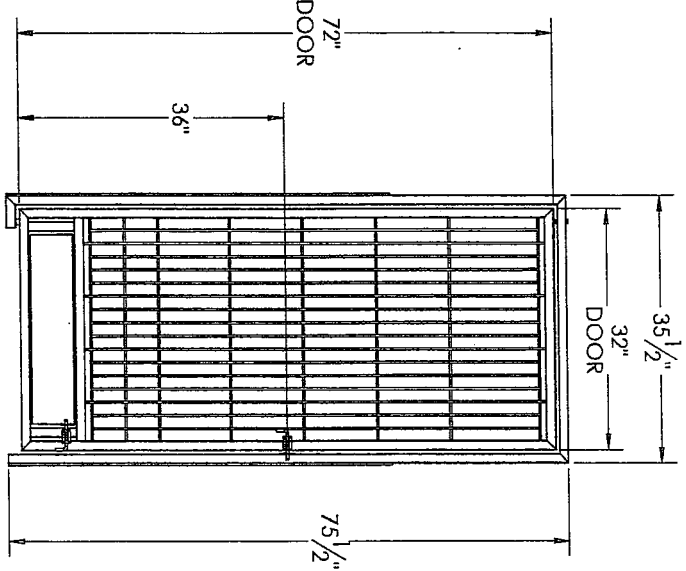
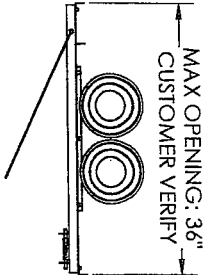
- THIS DRAWING & SPECIFICATIONS ARE SATISFACTORY AND ARE ACCEPTED YOU ARE AUTHORIZED, TO DO THE WORK.
- THIS DRAWING & SPECIFICATIONS ARE APPROVED AS NOTED AND HEARBY ACCEPTED, YOU ARE AUTHORIZED TO DO THE WORK.
- THIS DRAWING & SPECIFICATIONS ARE MARKED UP AND NOT ACCEPTED RESUBMIT.

SIGNATURE: _____ DATE: _____

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/16" ANGULAR: MACH ±0.1 BEND ±1 TWO PLACE DECIMAL ±0.03" THREE PLACE DECIMAL ±0.010"		DRAWN	NAME	DATE	Configuration: D1072-SLSP-C (Grill) TITLE: Kennel Side Panel (Starlite w/ Rods)
INTERPRET GEOMETRIC TOLERANCING PER: MATERIAL Stainless Steel & HDPE FINISH		CHECKED	SGStevens	1/5/2015	
NEXT ASSY		USED ON	COMMENTS:		SIZE A DWG. NO. 10xx-SLSP SCALE: 1:24 WEIGHT: SHEET 1 OF 1
APPLICATION		DO NOT SCALE DRAWING	Q.A.		REV

6 5 4 3 2 1

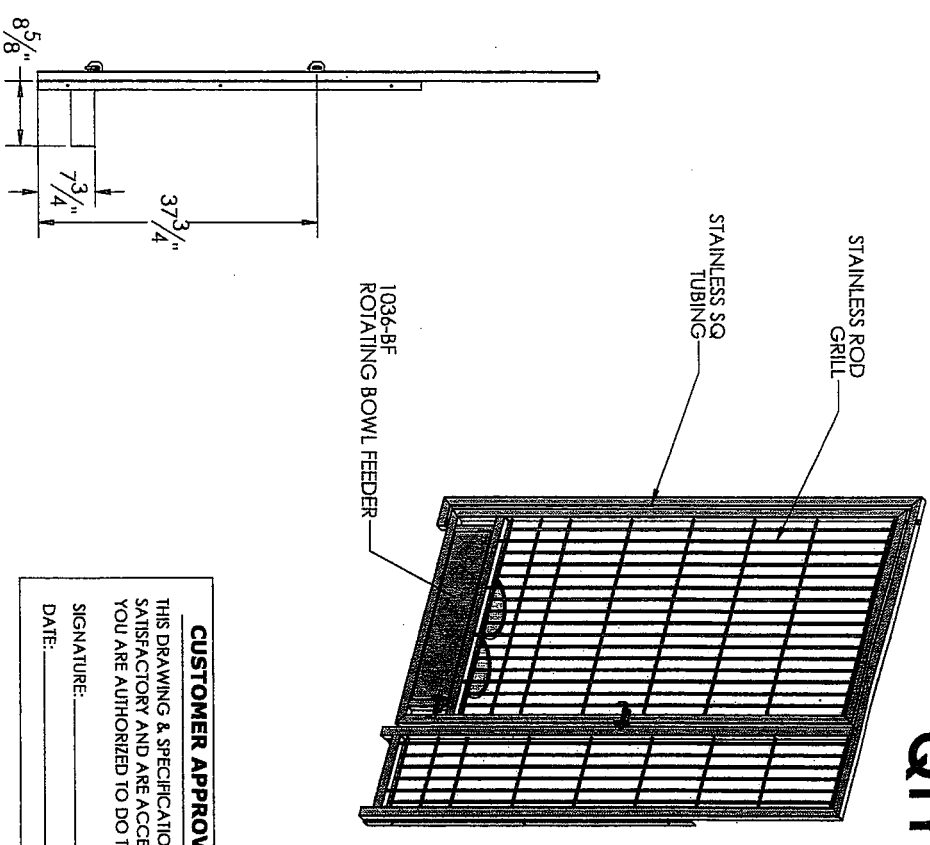
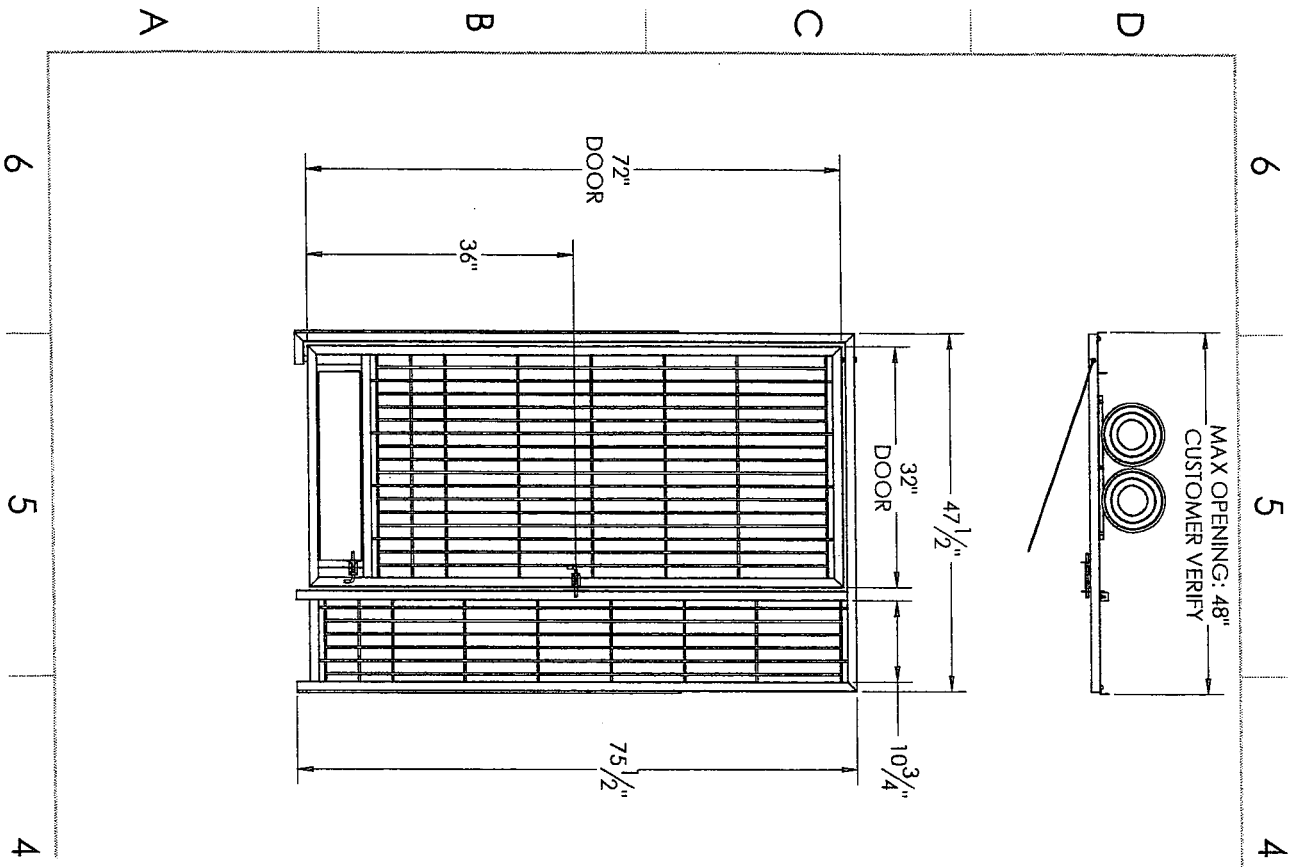
QTY:



CUSTOMER APPROVAL
 THIS DRAWING & SPECIFICATIONS ARE SATISFACTORY AND ARE ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK.
 SIGNATURE: _____
 DATE: _____

UNLESS OTHERWISE SPECIFIED:		NAME	DATE	ORDER:
PERSONNEL ATTACHED TO DRAWING	DRAWN	R. EVANS	5/7/2020	TITLE:
PROJECT NO. 1800-21	ENG APPR.			KENNEL DOOR, LEFT, GRILL
PROJECT NO. 1800-21	COMMENTS:			SIZE: B
PROJECT NO. 1800-21				DWG. NO. D1036-KD1-BF
PROJECT NO. 1800-21				(35500)
PROJECT NO. 1800-21				REV A
PROJECT NO. 1800-21				SCALE: 1/2" = 1'-0"
PROJECT NO. 1800-21				WEIGHT: 51.89
PROJECT NO. 1800-21				SHEET 1 OF 1

A B C D 6 5 4 3 2 1

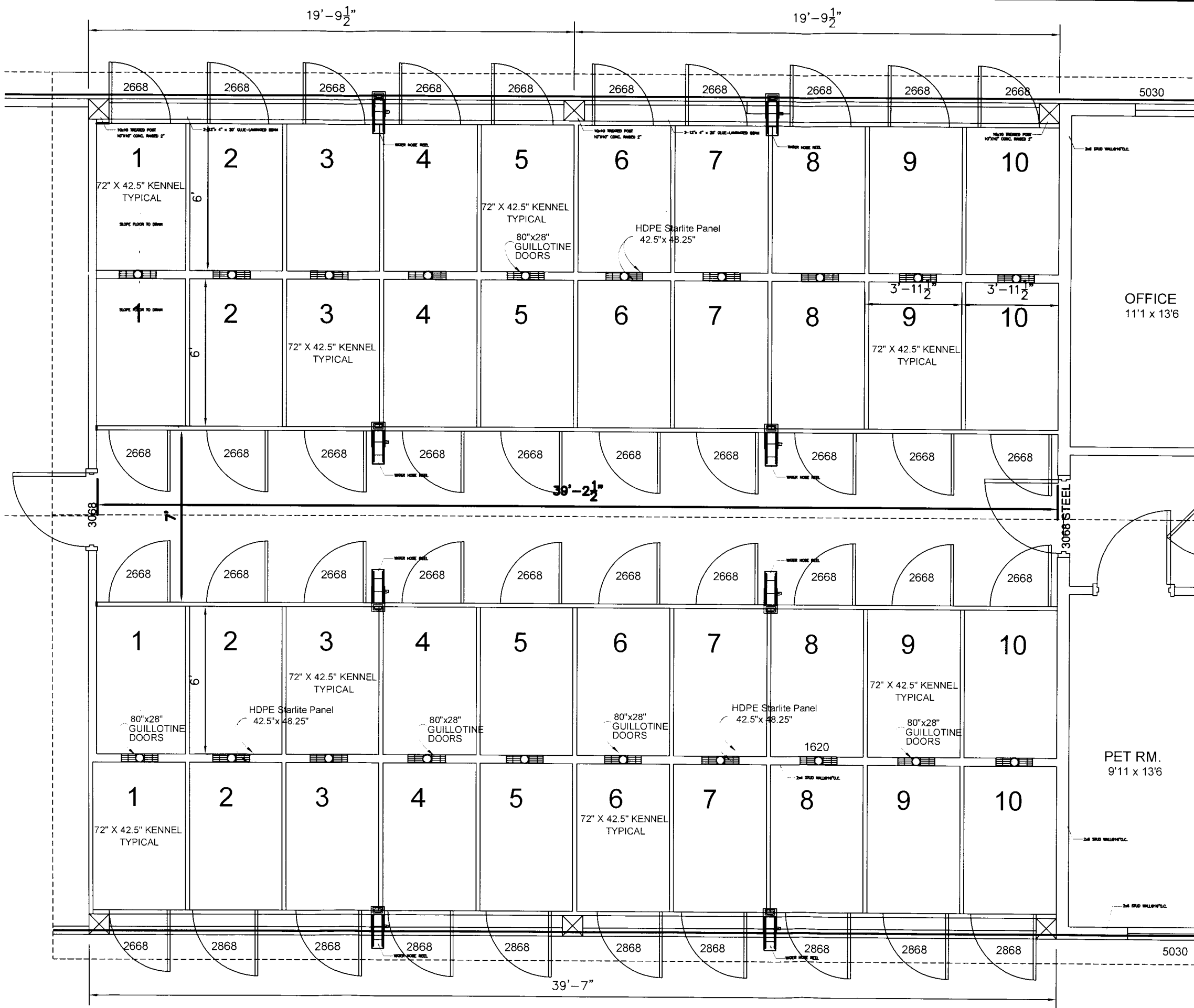


QTY:

CUSTOMER APPROVAL
 THIS DRAWING & SPECIFICATIONS ARE SATISFACTORY AND ARE ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK.
 SIGNATURE: _____
 DATE: _____

UNLESS OTHERWISE SPECIFIED:		DRAWN		NAME		DATE		ORDER:	
FEDERAL MILITARY STANDARDS		R. EVANS		4/7/2020		TITLE:		DOOR, LH, SS ROD GRILL, INT	
MATERIAL		ENG. APPR.		COMMENTS:		SIZE		DWG. NO.	
FINISH		USED ON		QTY		SCALE: 1:16		WEIGHT: 62.75	
PROGRAM		APPLICATION		SHEET 1 OF 1		REV		A	
DO NOT SCALE DRAWING		APPLICATOR		REV		REV		A	

A B C D A B C D



Purchasing Dept.
 400 W. King Ave.
 Kingville, Texas 78363
 361-595-8025

Floor Plan
 1/4"

Index

SHEET	DESCRIPTION

NOTES:
 1. INTERIOR LUMBER SHALL BE SPALDING PINE OR FALG. CONSTRUCTION GRADE.
 2. EXTERIOR LUMBER SHALL BE PRESSURE TREATED CONSTRUCTION GRADE.
 3. CONCRETE SHALL BE 3000 P.S.I. @ 28 DAYS.
 4. REINFORCING STEEL SHALL BE ASTM #4, W/7" LAPS.
 5. EXTERIOR GLASS SHALL BE IMPACT RESISTANT ON SHATTERED.
 6. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH 2008 IBC CODE.

A New Building For:
Animal Shelter

JOB NO. : 0729	
DATE : July 17, 2023	
SHEET : 1	

Floor Plan

SCALE: 1/4" = 1'-0"

CONTRACTING WITH THE CITY OF KINGSVIIE
Conflict of Interest Questionnaire
And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods, or services. Further information regarding Texas Conflict of Interest laws and the ***Conflict-of-Interest Questionnaire*** (FORM CIQ) can be found at the Texas Ethics Commission web site at the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans, or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please do not offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the city.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the city.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the city.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (Contractor Representative), hereby certify that neither I nor _____ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Kingsville staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

Signature of Contractor Representative

Date

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public in and for _____ County, _____ (Insert State Name)

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Chapter 2271 of the Texas Government Code, provides that the City may not enter into a contract* with a company for goods or services unless the contract contains a written verification from the company that it: (i) does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean 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. “Company” is defined to mean a for profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

*** The requirement applies only to a contract that: (1) is between the City and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from City funds.**

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of, _____ does hereby verify on behalf of said
(Name of Company)

company to the City of Kingsville that said company does not Boycott Israel and will not Boycott Israel during the term of this contract.

Signature of Certifying Official

Title

Date of Certification

Date of Certification

PROPOSAL EVALUATION

RFP shall be awarded to the best-quoted proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offeror. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer. Proposers or their authorized representatives are expected to fully inform themselves as to the general terms and conditions, requirements, and specifications of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposer's own risk.

EXAMPLE:

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

- | | |
|---|-----|
| 1. Cost | 50% |
| 2. Firm quality as shown through list of references | 25% |
| 3. Experience | 25% |

(The specifications must address each category listed above with an explanation of what is being required so proper evaluation criteria can be scored.)