

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**

Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or- none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of net _____%, _____calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES _____

NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with, or making sub-awards under covered transactions to, parties that are suspended or debarred, or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services of \$25,000 or more, as well as all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more, and all sub-recipients, must certify that their organization and its principals are not suspended or debarred by any Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by any Federal agency.

TEXAS GOVERNMENT CODE SECTION 2252.152

The undersigned representative of the company or business named above, being an adult over the age of eighteen (18), hereby certifies, pursuant to Texas Government Code Chapter 2252, Section 2252.152, that the company is not listed on the website of the Texas Comptroller of Public Accounts as a company identified under Section 806.051, Section 807.051, or Section 2252.153.

The undersigned further certifies that, should the above-named company enter into a contract and subsequently be listed on the Texas Comptroller's website as a company that does business with Iran, Sudan, or any Foreign Terrorist Organization, the company will immediately notify the City of Lubbock Purchasing and Contract Department.

TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

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

The following definitions apply to this statute:

1. **"Boycott Israel"** means refusing to deal with, terminating business activities with, or otherwise taking any action 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. This term does not include actions made for ordinary business purposes.
2. **"Company"** means an 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 such entities or business associations, that exists to make a profit.

This certification is required from a Company if it has 10 or more full-time employees and the contract for goods or services (including contracts formed through purchase orders) has a value of \$100,000 or more and is to be paid wholly or partly from public funds of the governmental entity.

TEXAS GOVERNMENT CODE 2274

By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this contract.

If the Contractor is a company with 10 or more full-time employees and this Agreement has a value of at least \$100,000, the Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Agreement.

Contractor further represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies; or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this contract.

If the Contractor is a company with 10 or more full-time employees and this Agreement has a value of at least \$100,000, the Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies and will not boycott energy companies during the term of the Agreement. This verification is not required if the governmental entity determines that these requirements are inconsistent with the entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations.

INCOMPLETE INFORMATION

Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as information as indicated, may result in disqualification by reason of "non-responsiveness".

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, and all documents associated with the invitation to bid, and being familiar with the conditions to be met, acknowledges review of the following requirements:

- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code Section 2274

VENDOR RISK ASSESSMENT QUESTIONS

- Have you experienced any cybersecurity issues? Yes ___ No ___
- Do you have a formal Business Continuity Plan? Yes ___ No ___
- Do you capture any personally identifiable information in your dealings with the City? Yes ___ No ___

If yes to any of the above questions, please submit **supporting documentation describing your policies, procedures, controls, and mitigation measures** so the City can complete its vendor risk assessment

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Please complete the information below.

By _____ Date: _____
Authorized Representative - must sign by hand

Officer Name and Title: _____

Business Telephone Number _____ FAX: _____

E-mail Address: _____

CONTRACT SIGNATORY INFORMATION

The Contractor shall provide information for one of its employees to function in the role of the contract signatory. This person shall be an individual authorized to bind the organization.

A copy of the proposed agreement will be sent to this individual for review and signature in order to bind the contractor into an agreement with the city.

Contact for Clarifications/Inquiries in Regard Solicitation	
Name and Title:	
Mailing Address:	
City, State, Zip:	
Telephone No:	
E-Mail Address:	

Contract Signatory Information	
Name and Title:	
Mailing Address:	
City, State, Zip:	
Telephone No:	
E-Mail -to route via DocuSign:	

VENDOR CERTIFICATION SHEET

This form must be completed in full for contract award consideration. All fields are required unless noted.

Legal Business Name: _____

Entity Type: Corporation / Partnership / LLC / Individual (Select one)\

State of Incorporation/Formation: _____

If not Texas, Foreign Entity Registration Number (if already registered): _____

Assumed Name (DBA), if applicable: _____

Business Address: _____

City: _____

State: _____

Zip: _____

Tax ID (EIN): _____

[SAM.gov](https://sam.gov) UEI (if applicable): _____

[SAM.gov](https://sam.gov) CAGE Code (if applicable): _____

Primary Contact Name: _____

Title: _____

Email: _____

Phone: _____

Address for Official Notices (if different):

Required Certifications

By signing below, the vendor certifies the following:

1. **Legal Entity Verification** – All information provided matches the records on file with the vendor's state of formation and, if applicable, the Texas Secretary of State and Texas Comptroller of Public Accounts.
2. **Authority to Bind the Company** – The individual signing this form is authorized to bind the company to this bid and any resulting contract.

3. **Foreign Entity Requirement (Out-of-State Vendors)** – If formed outside Texas, the vendor is registered with the Texas Secretary of State as a Foreign Entity or will obtain such registration prior to contract award.
4. **Good Standing** – The vendor is active and in good standing in its home state and, if applicable, with the Texas Comptroller.
5. **Federal & State Responsibility** – The vendor is not suspended, debarred, or excluded from federal or state procurement programs, and all [SAM.gov](https://sam.gov) information provided is accurate.
6. **Assumed Name/DBA Compliance** – Any assumed names used by the vendor have been properly filed with the appropriate authority.
7. **W-9 Accuracy** – All information provided matches the IRS Form W-9 on file.
8. **Conflict of Interest & Litigation Disclosure** – The vendor has disclosed any conflicts of interest, lawsuits, judgments, or claims involving governmental entities within the past five (5) years.
9. **Accuracy of Information** – All information provided in this form is true, correct, and complete.

Conflict of Interest / Litigation Disclosure

Provide details of any conflicts of interest, litigation, or claims involving a governmental entity within the past five (5) years:

Signature & Authorization

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

For City Use Only

Reviewed By: _____

Date: _____

Notes: