

TEXAS ANIMAL HEALTH COMMISSION



IFB No.: 554-27-001

CARGO CONTAINER OFFICE

Attachment A

Information and Certifications Form

INFORMATION AND CERTIFICATIONS FORM
Texas Animal Health Commission

Solicitation Number: 554-27-001

For the purposes of this form, Vendor means Respondent, Bidder, Applicant, or Contractor as those terms apply throughout the relevant solicitation and contracting process Vendor is participating in or to whom a final contract or purchase order has been awarded. Response means any interested response from the Vendor to TAHC for purposes of applying to a solicitation, such as a Proposal, Bid, or Application.

1. Vendor Information

A. Demographics

Company's Legal Name	
Company's DBA if applicable	
Mailing Address	
Physical Address	
DUNS No.	
(Texas) Payee Identification Number	
Federal Taxpayer Identification Number	
Secretary of State Charter No.	
Texas Franchise Tax File No.	
Email for Receipt of Purchase Orders	
Remittance Address if Direct Deposit is Declined	
Title of Vendor's Authorized Agent:	
Signature of Authorized Agent:	

B. Authorized Representatives and Vendor's Personnel

Complete all fields for each name as requested on this form. All information is necessary.

i. Vendor's Authorized Representative

First Name	
Middle Initial/Name	
Last Name	
Title	
Email	
Phone	

ii. Contact for Response Clarifications, Inquiries, and Negotiations

First Name	
Middle Initial/Name	
Last Name	
Title	
Email	
Phone	

iii. Contract/Project Manager

First Name	
Middle Initial/Name	
Last Name	
Title	
Email	
Phone	

C. Veteran Heroes United in Business (VetHUB) Representation

Vendor represents and certifies as part of its response that it ☐is or ☐is not, a VetHUB certified by the Comptroller of Public Accounts' Statewide Procurement Division.

D. Preferences

Check the preferences for which you qualify.

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

INFORMATION AND CERTIFICATIONS FORM
Texas Animal Health Commission

Solicitation Number: 554-27-001

- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- ☐ Texas vegetation native to the region
- ☐ USA-produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or reused computer equipment of other manufacturers
- ☐ Foods of higher nutritional value
- ☐ Commercial production company or advertising agency located in Texas

2. Required Submissions

Under Section 669.003 of the Texas Government Code, Vendor certifies that it does not employ, or has disclosed its employment of, any former executive head of the TAHC. Vendor must provide the following information:

Name of Former Executive	
Name of State Agency	
Date of Separation from State Agency	
Position with Vendor	
Date of Employment with Vendor	

A. Type of Business Organization

Vendor, by checking the applicable box, represents that it operates as:

- ☐ A corporation incorporated under the laws of Texas
- ☐ An individual
- ☐ A partnership
- ☐ A non-profit organization
- ☐ A joint venture; or

If Vendor is a foreign entity, it operates as:

- ☐ An individual;
- ☐ A partnership;
- ☐ A non-profit organization;
- ☐ A joint venture; or
- ☐ A corporation, registered for business in _____.

B. Lawsuits (check the applicable paragraph that applies)

- i. ☐ Vendor represents and warrants that it is not aware of and has no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Vendor or any related individuals or affiliated entities related to the subject matter of this solicitation or otherwise relevant to TAHC's consideration of the response. Vendor represents and warrants that it is not aware of any court or governmental agency actions, proceedings or investigations, etc. against Vendor or any of these individuals or entities within the five years immediately preceding the submission of the Response to this solicitation. In addition, Vendor represents and warrants that it will notify TAHC in writing within five business days of any changes to the representations or warranties in Subsection i and understands that failure to so timely update TAHC will constitute breach of contract and may result in immediate termination of the awarded contract.
- ☐ Vendor is unable to make the representation and warranty in Subsection i above and instead represents and warrants that it has included as a detailed attachment within its response, which expressly references this Subsection ii, a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending, or threatened actions, proceedings or investigations, etc., would or could (1) impair Vendor's performance under the awarded contract; (2) relate to the solicited or similar goods or services or the awarded contract; or (3) be otherwise relevant to TAHC's consideration of the response. In addition, Vendor represents and warrants that it will notify TAHC within five business days of any changes to the representations and warranties in this Subsection ii or attachments in response to Subsection ii and understands that failure to so timely update TAHC will constitute breach of contract and may result in immediate termination of the awarded contract.

C. Ethics and Conflict of Interest

Under Tex. Gov't Code § 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Tex. Gov't Code § 572.051 outlines the ethical standards required of state officers and employees who interact with public purchasers in the conduct of state business.

Specifically, a TAHC employee may not have an interest in, or in any manner be connected with a contract or offer for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TAHC or purchasers of other state agencies. Vendor must also comply with the Conflict of Interest provisions and disclosure requirements as listed in the Texas Contract Management Guide.

Vendor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Vendor must disclose any such conflict of interest below.

--

3. Vendor Acknowledgments, Certifications, Assurances, Warranties, and Affirmations

Vendor acknowledges it can meet all requirements as stated and also acknowledges the receipt, review, and acceptance of this Solicitation. Any exceptions to the specifications or statement of work (SOW), terms, requirements, and conditions have been explicitly identified within Vendor's response. Failure to sign and submit this form with the response may disqualify Vendor.

By signature and submission, Vendor represents and warrants that the individual signing the documents made part of the submitted Response is authorized to sign such documents on behalf of the company and to bind the company under any contract which may be awarded from the submission of its response.

By signature and submission, Vendor represents and warrants that all statements and information prepared and submitted in response to this solicitation are true, current, complete, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

By signing this Contract, including all incorporated documents and exhibits, Contractor makes all the representations and certifications included in this Contract.

If the circumstances certified by Vendor change or additional information is obtained subsequent to submission of the response, Vendor agrees that it is under a continuing duty to supplement its response under this provision, and Vendor must submit updated information as soon as reasonably possible upon learning of any change to Vendor's affirmation.

By signing the solicitation and submitting a response to TAHC, Vendor certifies its compliance and understanding with the following statements:

- A. If a Texas address is shown as the address of Vendor, Vendor qualifies as a Texas Resident Bidder as defined in Tex. Gov't Code § 2155.444(c).
- B. Vendor's response and subsequent documents are subject to the Texas Public Information Act.
- C. Acknowledges its obligation to specifically identify information it contends to be confidential or proprietary, and where Vendor designates substantial portions of or the entire response as confidential or proprietary, the response is subject to being determined to be non-responsive to the Solicitation.

- D. Grants a royalty-free, non-revocable limited perpetual license to reproduce any copyrighted portions of the response and subsequent documents to comply with Legislative Budget Board reporting requirements, Texas Public Information Act disclosures, or any other reporting requirements mandated by law or statute.
- E. Certifies that it is exempt or not delinquent in the payment of any franchise taxes owed to the State of Texas under Tex. Tax Code Chapter 171.
- F. Certifies it will include without limitation all disclosures, affirmations, guarantees, certifications, statements, and warranties of Vendor in submitting its response to this Solicitation and will become certifications of the Contractor if Vendor is selected for contract award.
- G. Certifies it is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by Vendor under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect Vendor's ability to perform its obligations.
- H. Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- I. Vendor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- J. Under Section 2155.0061 of the Texas Government Code, the Vendor certifies the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- K. Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- L. Vendor affirms that no person will, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under any awarded contract. Vendor must comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

- M. Certifies that Vendor and its principals are not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- N. Certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- O. Affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Contractor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Contractor have violated any federal antitrust law; and (3) neither I nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.
- P. Affirms compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1251 et seq.).
- Q. Complies with the provisions of the Lobbying Disclosure Act, 2 U.S.C. § 1601 et seq. By submitting a response, Vendor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal 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. It also certifies that Vendor will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL.
- R. Vendor understands and agrees that, where activities supported by the Contract produce original books, manuals, films, or other original material (the works), Vendor may copyright the works subject to the reservation by TAHC of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state and political subdivision purposes:
 - i. The copyright in the works developed under the contract; and
 - ii. Any rights of copyright to which Vendor purchases ownership with funding from the contract.

Vendor may publish, at its expense, the results of contract performance with prior TAHC review and approval of that publication. Any publication (written, video, or audio recording) will include acknowledgment of the support received from TAHC. One copy of any such publication must be provided to TAHC. TAHC reserves the right to require additional copies before or after the initial review. All copies must be provided free of charge to TAHC.

- S. Under Tex. Gov't Code § 2155.004(b), Vendor certifies that the individual or business entity named in its response is not ineligible to receive the Contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. Tex. Gov't Code § 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the Contract.
- T. Tex. Gov't Code §§ 2155.006 and 2261.053 prohibit TAHC from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code § 418.004 occurring after September 24, 2005. Under Tex. Gov't Code § 2155.006, Vendor certifies that the individual or business entity named in its response is not ineligible to receive the contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- U. Represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit and that Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.
- V. Represents and warrants that Vendor and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised TAHC as to the facts and circumstances surrounding the conviction.
- W. Certifies its compliance with Tex. Health & Safety Code Ch. 361, Subchapter Y and Texas Commission on Environmental Quality rules in 30 Tex. Admin. Code Ch. 328, if Vendor is submitting a response for the purchase or lease of computer equipment.
- X. Certifies its compliance with Tex. Health & Safety Code Ch. 361 related to the Television Equipment Recycling Program, if Vendor is submitting a response for the purchase or lease of covered television equipment.
- Y. Certifies, in accordance with Tex. Gov't Code § 2254.033, relating to consulting services, that it does not employ an individual who has been employed by TAHC or another agency at any time during the two years preceding the submission of the response, or in the alternative, Vendor has disclosed in its response the following: (1) the nature of the previous employment with TAHC or the other agency; (2) the date the employment was terminated; and (3) the annual rate of compensation for the employment at the time of its termination.
- Z. Represents, that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the TAHC during the twelve (12) month period immediately prior to the date of execution of the contract.

- AA. Certifies it will include without limitation all disclosures, affirmations, guarantees, certifications, statements, and warranties of Vendor in submitting its response to this Solicitation and will become certifications of the Contractor if Vendor is selected for contract award.
- BB. Acknowledges that all of its representations and warranties contained in any part of its Response and the awarded contract are material and have been relied upon by TAHC in selecting Vendor for contract award. Vendor warrants and represents that all of its statements and representations made to TAHC prior to contract award, and those made during the negotiation of the contract are material, true, and correct. Vendor certifies that it will promptly notify the Commission in the event that any representations and warranties provided in the awarded contract are no longer true and correct.
- CC. Certifies that it or its subcontractor has not provided and will not provide any gifts, payments, or other inducements to any officer, employee, or agent of TAHC.
- DD. Certifies that it will comply with Tex. Gov't Code § 2054.5192 relating to cybersecurity training and required verification of completion of the training program.
- EE. Represents and warrants that the TAHC payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract are not prohibited by the Tex. Gov't Code §§556.005 and 556.008.
- FF. Certifies that it understands it will have no authority to act for or on behalf of the TAHC or the State of Texas except as expressly provided for in this Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the TAHC.
- GG. Acknowledges that Tex. Gov't Code Chapter 552, Subchapter J may apply to this solicitation or contract and agrees that TAHC may terminate the contract if Contractor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- HH. Affirms, in accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- II. Represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- JJ. Certifies, pursuant to Section 2271.001 of the Texas Government Code, that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must state why the certification is not required.
- KK. Certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
 - 1. all persons employed by Contractor to perform duties within Texas; and
 - 2. all persons, including subcontractors, assigned by Contractor to perform work pursuant the contract within the United States of America

- LL. Agrees, in accordance with Section 552.372 of the Texas Government Code, to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the TAHC for the duration of the contract, (2) promptly provide to the TAHC any contracting information related to the contract that is in the custody or possession of the Contractor on request of the TAHC, and (3) on termination or expiration of the contract, either provide at no cost to the TAHC all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the TAHC. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- MM. Represents and warrants that the contract is not a taxpayer resource transaction, as prohibited by Section 2272.003 of the Texas Government Code, and that payments made under the contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.