 **City of Evansville-Vanderburgh County**

1 N.W. Martin Luther King Jr. Boulevard

Room 310, Civic Center Complex

1 N.W. Martin Luther King Jr. Boulevard

Room 310, Civic Center Complex

Evansville, IN 47708

**building commission**

**INFORMAL**

**REQUEST FOR QUOTES**

**RFQ-01-655-18**

**PEST CONTROL BAITING OF CATCH BASINS**

May 14, 2018

**NOTICE TO VENDORS**

The Building Commission is in need of a price quote to complete the **2018 Pest Control Baiting of Catch Basin** at various locations in the City of Evansville, Indiana.

Sealed quotes will be received for the Building Commission until 1:00 p.m. on Wednesday, May 23, 2018. The quotes will be publicly opened and read aloud at 1:00 p.m. CST on Wednesday, May 23, 2018 at the Board of Public Safety meeting in Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708.

**Any quote delivered before 1:00 p.m. CST on Wednesday, May 23, 2018 must be delivered to the Purchasing Department Office, Room 323, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708.**

**Mark outside of envelope containing quotes with the following:**

**(*Vendor Name*)**

**2018 Pest Control Baiting of Catch Basin**

**RFQ-01-655­-18**

**Opening May 23, 2018**

If you have any questions or need more information, please contact Crystal Harper (email charper@evansville.in.gov), Code Enforcement Coordinator, City of Evansville Building Commission located at 1 NW Martin Luther King Jr. Blvd., Room 310, Evansville, Indiana 47708 or phone 436-7868.

**QUOTATIONS**

1. Quotes shall be awarded to the lowest responsive and responsible bidder, taking into consideration:
2. The ability and capacity of offeror to provide the services
3. The integrity, character, and reputation of the offeror
4. The competency and experience of the offeror.
5. Firm quotes are required unless specifically designated otherwise. Any quote which is subject to an open or unlimited escalator clause may be rejected.
6. The City reserves the right to award the quote on a line item basis or lump sum basis whichever is in the best interest of the City.
7. Quotes shall be awarded to the lowest responsive and responsible bidder, taking into consideration reliability, productivity, and cost of maintenance, quality, performance, and time of delivery.

**RIGHT OF REJECTION**

The City reserves the right to reject any one or all quotes, or any part of any quote, to waive any informality in any quote, and to award the purchase in the best interest of the City. Furthermore, the City reserves the right to hold the quote of the three (3) lowest vendors for a period of thirty (90) calendar days from the time of the due date of quote.

**QUOTE SUBMITTAL**

1. ALL QUOTES MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO VENDORS. The responsibility for submitting quotes to the City is solely that of the Vendor. The City will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late quotes will not be accepted or considered.
2. The Vendor shall submit their quote on the attached Quote Tabulation Page, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Vendors shall be sufficient reason for invalidation of the quote.
3. Quotes must also be submitted on the Bid Offer and Proposal Form which must be properly signed, dated and notarized to be accepted.
4. Vendors are required to provide all requested information. Failure to follow this instruction or any other instruction contained in this Request for Quotes may result in the rejection of your quote.
5. Quote modifications are not allowed. Complete withdrawal or complete exchange of quote is acceptable, if done before scheduled quote opening.
6. All quotes must be signed by an authorized official of the firm. Quotes may be rejected if they show any omissions, alterations of form, additions not called for, conditional quote, or any exceptions or irregularities of any kind.
7. Do not include taxes in quote figures City is exempt from sales tax. An exemption certificate will be provided upon request.

**PUBLIC OPENING PROCEDURES**

1. The purpose of a public opening is for a reading of quotes received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated.
2. Only the following information will be given:
3. Vendor name
4. Total price. This is Line 1 on the Tabulation Page.
5. Quotes or related documents may not be reviewed at the quote opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing personnel and any Vendor during or after the quote opening until the evaluation of quotes has been completed and a recommendation for award has been made.
6. A copy of the quote tabulation will be available to review in the Board of Public Works Office and the City/County Purchasing Department upon completion of the recommended award.
7. Vendors who wish to review or request copies of quotes may do so by contacting the Purchasing Department. A copy fee will be charged for copies.

**INDEMNIFICATION**

1. The successful vendor shall indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the City, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

**MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION**

The City of Evansville and Vanderburgh County is committed to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community’s purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors to participate in procurement opportunities including the purchasing of products, services and public works contracts. (See Board of Public Safety/City of Evansville Municipal Code 3.90.110-180)

**CONFLICT OF INTEREST DISCLOSURE**

The Conflict of Interest Disclosure Statement included herein is a condition of the quote. This form shall be filled out by the vendor even if no conflicts exist and returned with quote.

### E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

**EQUAL EMPLOYMENT OPPORTUNITY**

The Equal Employment Opportunity Statement included herein is a condition of the quote. The contract must be signed by the successful Vendor and the City; and the successful Vendor must comply with the equal employment opportunity condition in the execution of the contract.

**LAWS**

Vendors shall comply with all applicable Federal, State, County and City laws, ordinances and regulations applicable to the quote and performance of the contract(s).

### SPECIFICATIONS

**Vendors shall ensure that they have full understanding of the requirements for this project. After quotes have been submitted, the Vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.**

**NOTICE OF AWARD**

**NOTICE:** TheBuilding Commission will recommend to award to the lowest and most responsive contractor. The contract shall be awarded by action of the Board of Public Safety. At quote opening, the Building Commission may ask the board to take the quotes under advisement for further review and to award at a future Board meeting.

The Building Commission shall furnish the Contractor receiving the award with notice of the award. The contractor shall be required to submit a copy of a current financial statement for their company and proof of insurance meeting the required amounts. The department will provide three signed copies of the contract. The Contractor shall sign all three copies, returning two to the Building Commission and retain one copy for their files. When all of these requirements have been met, the Building Commission will give the Contractor a Notice to Proceed.

**PERFORMANCE BOND**

The winning contractor shall be required to post a One Thousand dollar ($1000.00) Performance Bond *This bond may either be a cash bond, or an insurance bond. This bond will be used to offset costs in the event the contractor “fails to perform” the services covered by this contract. The bond will be held at the City of Evansville Controllers Office until such time this contract is nullified*.

1. **GENERAL**

This section outlines the requirements for Baiting Catch Basins within the Evansville city limits.

Contractor will use only Talon Weatherblok XT for bait. No other brand is allowed or approved, per the Evansville Water and Sewer Utility.

Contractor and employee shall be a Registered Pest Control Technician, licensed by Indiana State Chemist’s Office or the Kentucky Department of Agriculture.

**2**. **CONTRACTOR’S DUTIES**

Contractor hereby expressly agrees to perform site assessment of the locations identified by the Code Enforcement Coordinator with the Building Commission. The total number of locations is approximately 4000.

On catch basin where activity has been identified or considered conducive, Contractor shall place specified bait block on wire and attach to grate of catch basin, hanging so that it rests above the sewer pipe and water line.

On catch basins that show no signs of activity, Contractor shall place monitor block.

Contractor will follow up three (3) weeks later to check the bait and monitor blocks:

1. Re-bait active catch basins
2. Hang bait block if activity is found on the monitor blocks
3. Remove any unused bait

Contractor will perform a final follow-up three (3) weeks later:

1. Re-bait any active catch basins
2. Remove any unused bait
3. Report any areas of concern to Crystal Harper ([charper@evansville.in.gov](mailto:charper@evansville.in.gov))

Contractor will be required to list all areas where bait is used. Identify by either (1) the physically closest property address to the catch basin, or (2) the street intersection and corner, based on direction.

Contractor must maintain work history of each catch basin and email within one (1) working week following site visit to Crystal Harper (charper@evansville.in.gov).

The City shall provide Contractor with documentation granting access and permission to inspect the Property and perform the duties required by this Agreement.

**3. SUBMITTAL OF INVOICES**

The contractor shall furnish Building Commission with a signed and dated written invoice that lists an original invoice number, specifying the catch basin of the properties that were baited and checked, the date on which each were inspected, if monitor block or bait was used, and any other itemized information required for billing purposes.

**4. CONTRACTOR'S INSURANCE**

The Contractor shall maintain liability insurance in the amount of at least One Million Dollars ($1,000,000.00) with the City as named additional insured and will provide evidence of it to the City before starting work under this Agreement. Additionally, Contractor shall maintain Worker’s Compensation insurance in the amounts required under Indiana law. Contractor shall provide certificates of insurance evidencing the coverage provided herein prior to executing the contract.

**5. INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be construed to create an agency relationship between the City and the Contractor, and the Contractor shall remain an independent contractor operating independently of the City’s authority.

**6. DISCRIMINATION**

Contractor shall not discriminate against any person in its hiring or employment practices due to Race, Color, Religion, National Origin, Sex, Age or Physical or Mental Disability that does not impede that person’s ability to perform the duties of this Agreement. A violation of this provision shall be deemed a material default and violation of this Agreement.

**7. CONFIDENTIAL INFORMATION; NON-DISCLOSURE**

Contractor acknowledges that information pertaining to the City of Evansville sewer system, sewer inlets and related sewer infrastructure to be provided by the City to the Contractor in connection with the Contractor’s performance of its obligations under this Agreement, is confidential and not readily ascertainable by other means due to public safety and security concerns (“Confidential Information”). Contractor recognizes that disclosing this Confidential Information would be a serious threat to public safety.

Contractor agrees that Contractor and its Affiliates (“Affiliates” means any employees, officers, directors, affiliated businesses, subsidiaries or parent companies, agents, consultants, brokers, accountants, attorneys, or successors and assigns of the Contractor) will not disclose any Confidential Information, in whole or in part, to any person or entity for any reason or purpose whatsoever. Contractor shall undertake any and all measures that may be reasonably required to protect the Confidential Information from any unauthorized use or disclosure. Contractor agrees to provide the Confidential Information only to its Affiliates who need access to the Confidential Information for the stated purpose of this Agreement, and will inform its Affiliates of the confidential nature of the Confidential Information and will require its Affiliates to be bound by the terms of this Agreement as fully as if they were direct signatory parties hereto. Contractor shall be responsible and liable for any breach of this Agreement by any of its Affiliates. Contractor further agrees that Contractor shall not duplicate, remove, download, disclose, or transfer any Confidential Information in any manner whatsoever and such Confidential Information shall remain at all times secure and confidential. All records of Confidential Information together with any copies or other reproductions thereof made by Contractor or in possession or control of Contractor, or any other documents or information storage medium containing Confidential Information (whether or not the entire document or medium constitutes, as a whole, Confidential Information) shall be immediately delivered by Contractor to the City, upon demand.

**8**. **GOVERVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana. In the event of any litigation between the parties hereto concerning this Agreement or any maters related thereto, such action shall be brought in state court in Vanderburgh County Indiana.

**9.** **SEVERABILITY**

If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severable from the remaining provisions of this Agreement, and the validity, legality, and enforceability of the remaining provisions shall not be in any way be affected or impaired thereby.

**10.**  **BREACH**

If Contractor shall breach any of the terms and conditions of this Agreement, the City may pursue any and all legal and equitable remedies for breach of said Agreement, and if said breach is a material breach, this Agreement may be canceled by the City and the City shall be free to pursue any and all legal and equitable remedies including all attorney fees incurred by the breach it shall have under the laws of the State of Indiana. A material breach shall include, but not be limited to, the failure of the Contractor to:

* Maintain required insurance
* Make payments when due in the full amount due to any Subcontractor
* Maintain all necessary permits
* Comply with all federal, state, and local laws and regulations
* Refrain from discrimination against any person due to Race, Color, religion, National Origin, Sex, Age or Physical or Mental Disability
* Maintain Confidential Information

**11.** **MISCELLANEOUS**

Contractor agrees that a waiver or failure of the City to object to the violation of any provision hereof does not constitute any further waiver thereof, nor of any other provision herein.

**12. LENGTH OF CONTRACT**

Contract will be from June 1, 2018 to June 1, 2020. Contract is for three (3) years with up to two (2) extensions of one (1) year each, upon mutual agreement by both parties.

Include all labor, materials, equipment, insurance, wages, fuel, benefits, fee, profits, etc., required to complete the work in accordance with the attached specification (see Exhibit A).

**Any awards with regards to this quote shall be contingent upon funding made available by the City of Evansville.**

1. Cost of Baiting one (1) Catch Basin, including 2 follow up trips (3 total trips)

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COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed and Signed

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Corporate Seal (if applicable):**

**Please identify the personnel resources which you currently have available to carry out this contract:**

Number of full-time employees \_\_\_\_\_\_\_\_\_

Number of part-time employees \_\_\_\_\_\_\_\_\_

**Please provide a list of employees who are Registered Pest Control Technicians capable of fulfilling this contract. (Attach separate sheet if necessary.)**

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**Please identify any governmental agencies with which you have provided pest control services contracts since 2015 (include agency name, contact person and phone number):**

**Agency Name Contact Person Phone Number**

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**Please list three (3) commercial client references with which you provided pest control contracts since 2015 (Include client name, contact person and phone number):**

**Client Name Contact Person Phone Number**

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Phone / Cell Number / E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

### Project: 2018 Pest Control Baiting of Catch Basins

**ALL BIDDERS** must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the quote.

As the bidder, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the bidder (a “Bidder Party”), is currently an employee of the C It y o f E v a n s v i l l e ( “ C i t y” ) , a n y C i t y d e p a r tm e n t or a member o f a n y C i t y B o a r d o r C o u n c i l ; nor will any such person connected to the bidder be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Bidder Party and any employee or member of any City Department or board.

As the bidder, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a bidder, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. F u r t h e r , t h e City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the bid packages, to insure the integrity of the b i d process.

The following is a list of individuals who may pose a potential conflict of interest as described above Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: **“**NONE” :

Signature(s): Title:

Vendor/Bidder:

### STATE OF COUNTY OF )

**)**

### ) SS:

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared

, of , who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of

\_, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

**WITNESS** my hand and notarial seal this day of , 20 .

My commission expires:

My County of residence is:

Notary Public

County, State of Printed Name of Notary Public

# INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

* 1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
  2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, , a duly authorized agent of (name of Company), declare under penalties of perjury that (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By:\_ (Authorized Representative of Company)

Subscribed and sworn to before me on this day of , 20 . My Commission Expires:

County of Residence:

Notary Public – Signature

Notary Public – Printed Name

### For instructions and electronic registration for E-verify, please see: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

During the performance of the contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.
2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American’s with Disabilities Act and the rules and regulations promulgated thereunder.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers’ representative of the Contractor’s commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative (Please Print) Signed

Vendor Name Telephone

Vendor Address