



## INVITATION TO BID

NAME OF COMPANY SUBMITTING BID \_\_\_\_\_

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

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

City of Longview - Purchasing Division  
PO Box 1952 – 300 W. Cotton (zip 75601)  
Longview, TX 75606

PHONE (903) 237-1322  
FAX (903) 291-5323  
[purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov)

**Sealed bids will be received no later than: 10:00 A.M., February 19, 2021**

**MARK ENVELOPE: BID NO. 21-0064, BUILDING DEMOLITION SERVICES**

**RETURN BID TO: CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952 – 300 W. COTTON (ZIP 75601)  
LONGVIEW, TEXAS 75606**

**A mandatory pre-bid meeting will be held February 11, 2021 @ 10:00 a.m. in the Development Services Conference Room, 410 S. High St, Longview, TX.**

This meeting is to answer questions regarding the bid requirements. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-bid meeting is a prerequisite for submitting a bid. **Bids will only be accepted from those who are represented at the pre-bid meeting.** Attendance at the pre-bid meeting will be evidenced by the representative’s signature on the attendance roster.

**THE CITY OF LONGVIEW** appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend. You may also attend the bid opening virtually through Google Meet. The link for the google meeting is [meet.google.com/urt-iwvq-dye](https://meet.google.com/urt-iwvq-dye) with a **meeting ID of urt-iwvq-dye**. You may call in by dialing [1-574-337-3649](tel:1-574-337-3649) and using the PIN 600 849 213#.

Award will be made approximately two weeks after the bid opening date. To obtain results please contact the Purchasing Department at the address above or phone (903) 237-1322.

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



# INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid.



**SEALED BID ● DO NOT OPEN**

**BUILDING DEMOLITION SERVICES**

**BID No. 21-0064**

**BID OPENING: February 19, 2021 @ 10:00 A.M. CT**

**For Information Contact:**

**Amanda Phillips**  
**(903) 237-1322**  
[purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov)

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

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

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

**Bids must be addressed to:**

**Amanda Phillips**  
**Purchasing**  
**PO Box 1952**  
**Longview, TX 75606**  
or

**Amanda Phillips**  
**Purchasing**  
**300 W Cotton St**  
**Longview, TX 75601**



## **Quick Reference Guide**

### **Bid Section Listing**

- Section I- General Information and Offer/Acceptance
- Section II- Instructions and General Terms
- Section III- Special Provisions
- Section IV- Scope of Work
- Section V- Bid Response

### **Required Submittals**

- \*All pages of this bid document
- \*Signed Bid Response
- \*Signed Addenda Acknowledgement if applicable
- \*Completed Bid Response pages
- \*Applicable insurance certificates
- \*References (3)-(Attachment II)
- \*Signed, completed, and notarized Bid Affidavit-(Attachment III)
- \*Signed, completed, and notarized House Bill 89 Verification Form-(Attachment IV)
- \*Signed, completed Conflict of Interest Questionnaire-(Attachment V)

## **SECTION II - INSTRUCTIONS AND GENERAL TERMS**

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

### **BUILDING DEMOLITION SERVICES**

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the services specified.

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

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

**2.03 SUBMISSION OF BIDS:** The City of Longview requests **one original and one flash drive.** Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

**CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952 – 300 W. COTTON (ZIP 75601)  
LONGVIEW, TX 75606**

**2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME.** Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

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

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

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

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

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

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

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

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

**2.13 This section not used.**

**2.14 DELIVERY:** All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

**2.15 CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

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

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

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

**2.19 ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website [www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids). Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1322. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

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

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

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

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

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

**2.23 REFERENCES:** The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names

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

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

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

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

**2.28 TERMINATION FOR DEFAULT:** The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

7. meet schedules;
8. defaults in the payment of any fees; or
9. otherwise perform in accordance with these specifications.

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

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

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

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

**2.31 PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Longview to the successful bidder. The

purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

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

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

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

**2.35. SERVICES:** Supplied under this contract shall be subject to the City of Longview's approval. Services found defective or not meeting specifications shall be corrected at no expense to the City.

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

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

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

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

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

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

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

**2.43 This section not used.**

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

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

1. the purchase price;

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

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

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

**2.47 ANY QUESTIONS** concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov). Reference the section and page in question.

**2.48 SUBCONTRACTING:** No part of this contract shall be subcontracted out.

**2.49 STORM WATER MANAGEMENT:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
  - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
  - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
  - (3) minimizing the impact to the public health and the environment;
  - (4) neutralizing the effects of the incident;
  - (5) removing the discharged or spilled substances; and
  - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

**2.50 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.



**2.51 DISCLOSURE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

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

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

**BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.**

**Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.**

## **SECTION III - SPECIAL PROVISIONS**

**3.00 BID SECURITY:** A bid security is not required.

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

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

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

**3.02 INSURANCE:** Prior to the approval of this contract by the City, the successful Contractor shall furnish a completed Insurance Certificate to the City of Longview. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown, and which shall contain all required information referenced or indicated in these specification.

**Workman's Compensation** Insurance is required of the Contractor and any sub-contractors. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the project duration, the contractor must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services for on the project. Contractor shall retain all required certificates of coverage for the duration of the project for one year thereafter. The contractor shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services on this project and required to be covered. The contractor shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission.

Contractors and sub-contractors are required to comply with all provisions of the Texas Workers Compensation rules.

**Additional insurance is required.** Contractor and subcontractors shall provide proof of and maintain for the full term of the contract the following insurance coverage, written by a company licensed to conduct business in the state of Texas.

Employer's Liability	-	Bodily Injury by Accident - \$100,000 each accident
		Bodily Injury by Disease - \$500,000 policy limit
		Bodily Injury by Disease - \$100,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Comprehensive Automobile Liability for owned, leased and hired vehicles:

Bodily Injury and Property Damage	\$500,000 "CSL" each occurrence
Combined Single Limit:	\$500,000 "CSL" each occurrence

The contractor and sub-contractors shall include the City of Longview and its officers, agents, employees and elected officials, as additional named insured on required comprehensive General Liability, comprehensive automobile Liability, and Builders Risk Insurance policies. Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for the damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**EVIDENCE OF INSURANCE COVERAGE:** Before commencement of any work, the contractor shall submit written evidence that he and all his subcontractors have obtained the insurance required by this contract. Such written evidence shall be in the form of a Certificate of Insurance executed by the contractor's insurance carrier showing such policies in force for the specified period or by furnishing copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by certified mail to the owner. The certificate shall show City of Longview as certificate holder. Workman's Compensation Insurance is not required if the contractor is a sole proprietor and does not have any employees. A signed statement **MUST** be provided to City of Longview (prior to bid award) verifying that contractor has no employees. All other insurance is required of all contractors.

Workman's Compensation Insurance is not required if the contractor is a sole proprietor and does not have any employees. A signed statement **MUST** be provided to City of Longview (prior to bid award) verifying that contractor has no employees. All other insurance is required of all contractors.

### **COPIES OF CURRENT INSURANCE CERTIFICATES ARE REQUIRED WITH THE BID**

**3.03 City of Longview reserved** the right to terminate this contract immediately without prior notice if awarded contractor fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health and/or safety.

**3.04 This section not used.**

**3.05 City of Longview** reserved the right to immediately issue a work stoppage order if Contractor fails to perform duties as specified in this contract.

**3.06 Environmental Compliance:** Contractor agrees that it shall be grounds for termination of the contract if the contractor, business owner or operator, partner, affiliated corporation, or subsidiary is in substantial violation of an applicable environmental requirement relating to environmental quality, including but not limited to the federal Clean Water Act (CWA), federal Clean Air Act (CAA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response Compensation, and Liability Act (CERCLA), Chapters 7, 26 and 27 of the Texas Water Code, Chapters 361 and 382 of the Texas Health and Safety Code, or local ordinances and code. Substantial violation means one or more violation of an applicable environmental requirement resulting in the potential for a significant adverse impact on human health, aquatic life, a surface or groundwater resource, or enjoyment of property, including any violation resulting in a civil or administrative enforcement action. Applicable environmental requirement means an environmental law, regulation, county or municipal ordinance, permit, order, consent, decree, or other requirement.

## **SECTION IV - SCOPE OF WORK**

**5.00 GENERAL INFORMATION:** The objective of this solicitation is to secure the services of a Contractor to provide demolition services and related items including site clearing structures listed in this Invitation to Bid. Under this award Work shall be authorized subject to funding, up to the contract limit. It is the intent of the City to award by Group. The City wishes to award each Group individually. Awarded Contractor(s) are responsible for all services listed in this invitation to bid. The City intends to award the contract sought by this Invitation to Bid to the lowest responsive responsible bidder who provides goods or services at the best value for the City for each Group. The City reserves the right to award or reject any and all bids received, in whole or in part, to waive informality in any bid(s), and to accept the bid for each which, in its sole discretion, is in the best interest of the City of Longview.

Successful bidder(s) agrees to perform these services as directed in this Scope of Work for the unit prices stated on Bid Response Sheet. Contractor will demolish and clean scheduled sites as outlined in this document. Structures will be measured in square feet to the nearest square foot utilizing the square footage listed in the Gregg County Appraisal Records. These items will be paid for at these predetermined contract prices and said prices shall be full compensation for all labor, equipment, materials, fees, mobilization, transportation, all other associated costs to perform the work described excluding lawful disposal fees. Disposal fees will be paid by The City of Longview directly to Pine Hill Landfill and shall not be included in the bid pricing.

The City of Longview will issue a Purchase Order to the Contractor specifying the demolition services at a particular site based on the per unit prices bid. The Purchase Order will include the payment amount and the time frame for completed work. All authorized work will be compensated utilizing established unit prices. The successful contractor shall properly dispose of refuse and debris resulting from the demolition, including any rubbish on the sites listed, according to the following scope of work. Work could include removal of a building, a concrete foundation, a separate smaller building detached from the main structure, fencing, and/or general debris removal.

The City of Longview wishes to contract with experienced demolition professional(s) who have a minimum of three (3) years' continuous experience in commercial demolition services (both residential lots and commercial lots). Bidders shall provide with bid response a list of at least three (3) references for which commercial demolition services of the same type and to the same degree as required in this bid document were provided within the last three years. References must show a minimum of three years' experience. Failure to submit a list of qualified references may cause bid to be disqualified. The City reserves the right to contact any or all references prior to an award. The responses of references may be considered in assessing the reputation of the bidder and of the bidder's goods and services and the quality of the bidder's goods and services. In turn, these factors, in conjunction with the other factors listed in Section 2.44 of this ITB, may be considered by the City in determining whether the bidder provides goods or services at the best value for the City.

The City reserves the right to award all or a portion of the work bid depending upon funding or other limitations. Payment will be "lump sum" for each demolition site. No partial payments will be remitted. Work will not be deemed as finished until inspected and accepted by the city inspections staff, Contract Administrator, or his designee.

Bidders are not required to bid all Groups. Indicate "no bid" on any Group not being bid. If bidders chooses to bid a Group, all properties within that Group must be bid. Groups that are incomplete (do not have prices for all properties within a group) will be disqualified and will not be eligible for award of that Group.

### **SUBCONTRACTING**

No section of this bid may be subcontracted out.

### **Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting is scheduled for February 11, 2021 at 10:00 a.m. in the Development Services Conference room located at 410 S. High Street, Longview, Texas. This meeting is to answer questions regarding the bid requirements. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-bid meeting is a prerequisite for submitting a bid. **Bids will only be accepted from those who are represented at the pre-bid meeting.** Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster. The Purchasing Division solicits any comments in regard to these specifications before the date of closing.

**5.01 CITY, STATE, AND FEDERAL LAWS, CODES, AND ORDINANCES OBSERVED** The successful bidder(s) shall observe and follow all city, state, and federal laws, codes, and ordinances while engaging in the performance of the herein described work.

**5.02 DEFINITIONS:**

Contractor - The person or firm selected for this contract.

City - The City of Longview or its authorized representatives.

Demolition - destruction and removal of building or structures.

Contract Administrator - The City of Longview representative selected to manage this contract.

Supervisor - The Contractor representative with powers to direct the work, exercise precautions, and receive field directions from the Contract Administrator.

Brick Veneer- the exterior covering of a frame house that includes: brick, stone, or other masonry type of façade that is nonstructural.

Fill Dirt (Clean) - earthy material that include subsoil and parent materiel. It must be free of debris and does not include top soil.

**5.03 CONTRACTORS DUTIES:**

Contractor shall provide services for demolition services and related items including site clearing of various structures as described herein. The contractor shall provide adequate protection of and shall void interference with person's adjacent property, facilities and utilities. Contractor shall furnish all safety devices such as barricades, warning lights and any other device necessary for the protection of the public and property, and shall remove all safety devices upon completion of each project. The contractor shall immediately drain swimming pools, which will remain empty at all times, whether or not demolition work is in progress. Swimming pools shall be immediately drained and a hole punched in the deepest point of the pool interior. Pool shall be backfilled with clean fill dirt up to grade. Decking and pool wall shall be removed at least 4 inches below present grade at time of demolition. Pool area shall be left at grade with rest of property. All work performed under this contract is subject to final acceptance by an authorized representative of the City prior to payment.

The Contractor shall furnish all labor, materials and supervision necessary to demolish the structure, be responsible for disconnecting all utilities prior to demolition, remove the interior and exterior debris, and clear the lots to a smooth surface free of debris. This may include out buildings, fences, steps, porches, cement pads, driveways, and debris. The Contractor will be required to plug gas, and/or water and sewer lines left exposed by the demolition. Contractor shall dispose of all refuse, trash and debris generated as a result of this contract. Refuse is being disposed of at the Pine hill landfill at The City of Longview's expense. Only debris from City of Longview demolished property shall be disposed of and billed to the City. Contractor shall not dispose of debris from non-city locations under the City's name. Any contractor found to be violating this policy may be terminated immediately. The Contractor shall provide a competent supervisor to be on the job site during the demolition portion of the work. The Contractor shall supply, as a part of the demolition price, all materials, tools, machinery, and items necessary to complete the work in accordance with specifications. Contractor is responsible for capping and or plugging water, wastewater and gas lines at contractor's expense.

Work and disposal of material shall be performed in strict compliance with all applicable federal, state and local statutes, codes and regulations, and completed within a reasonable time and in a comprehensive, workmanlike manner in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen. All equipment and materials shall be confined to the jobsite. City of Longview does not assume any responsibility for any materials, tools or equipment stored on or about the premises.

Work must be performed during daylight hours only. Contractor is responsible for all service disconnection fees, permits, licenses or fines related to completing the tasks required in this bid. Disposal fees will be paid by The City of Longview

directly to the Pinehill Landfill.

The contractor must perform any traffic control required during the term of this contract in conformance with TxDot's Barricade and Construction Standards, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Unique work situations may require the preparation of individual Traffic Control Plans (TCP's). If it is determined that a TCP is needed, the contractor shall submit to the City of Longview for approval, a TCP within (72) seventy-two hours of demolition. Locations that could pose a hazard to the traveling public shall be signed and delineated using appropriate markings, such as barrels, chevrons, object markers, etc.

When work is completed by the contractor, City of Longview shall be immediately notified so that the work performed can be verified and documented for billing. No property shall be reported by the Contractor as demolished until such lot or parcel is completed. No partial payments will be allowed.

The Code Compliance Division will monitor each demolition site. The satisfactory completion of each site will be monitored by the contract manager or his designee. The Contract Administrator will verify the cost in accordance with the terms of the bid and request a purchase order for the agreed amounts. Any differences in costs will be resolved between the Contractor and the Contract Administrator before a purchase order is issued. Once a purchase order is issued, a copy, listing the cost for each property or location in the "packet", will be submitted to the Contractor. The contractor must begin work on at least one property or location within an assigned "packet" within five (5) calendar days of the date the notice to proceed is received. Prior to beginning work, the Contractor shall provide the Contract Administrator with a start date, a listing of demolition sites in the order that they will be completed, contact phone numbers for the Contractor's on-site project manager or supervisor, and any other pertinent information that the Contractor Administrator may require in order to be able to immediately contact the Contractor or his on-site supervisor. Contractor shall complete all work on individual locations or on all addresses contained in an assigned "packet" thirty (30) days after the start date. Any request for deadline extensions must be submitted in writing to the Contract Administrator prior to the end of the original deadline. Such extensions are granted at the discretion of the Contract Administrator or his/her designee.

The Contractor must obtain all necessary permits for any related work to be performed. **A demolition permit is required.** There will be no charge for this permit. Permitted work shall not be deemed as finished until inspected and accepted by the Contract Administrator.

The Contractor shall exercise precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, which occur as a result of execution of the work. The Contractor shall take or cause to be taken such additional safety precautions or health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded against in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., provided that such provisions are not in conflict with applicable local laws. The Contractor shall maintain accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time for work, arising out of and in the course of employment or work under the contract. The Contractor shall be responsible for any damages to property or injury to persons that occur as a result of his negligence during the course of work performed under this contract. The Contractor shall indemnify and hold harmless the City from any and all liability for injury or death to persons of damages to property resulting from the work.

Underground utilities are present within the limits of this project. The Contractor shall coordinate his operations with the planned utility adjustments and take all necessary precautions to prevent disturbance and/or damage to the utility service.

The Contractor shall perform all work in conformance with applicable codes and requirements related to such work and shall further perform work in a good and workmanlike fashion.

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the City of: A. Physical conditions at the site differing materially from those indicated in Contract or Purchase Order;

**Or**

- B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

## **Demolition & Disposal**

The contractor shall tear down, break up, dig out, haul away, remove, scrap and/or salvage, and dispose of all building and construction materials and appurtenances associated with the demolition task. Work must begin; weather permitting, within 5 calendar days of notification to proceed. All refuse, trash, and debris generated from each site shall be disposed of at the Pine Hill landfill. Any concrete, asphalt or other recyclables may be disposed of with Aglyn Number 4 recycling. Disposal fees will be paid by The City of Longview directly to the landfill. Dump tickets and copy of trip receipt from Pine Hill landfill documenting debris removal and disposal must be provided for reconciliation. Any contractor found disposing of non-city items under the City's name at Pine Hill Landfill may be terminated immediately. In addition, equipment used must be commensurate to location demolished, that is, large enough to be effective, and small enough to be efficient.

## **Site Clearing**

Upon completion of work, the site is to be graded, holes filled-in and made to a presentable appearance without disturbing trees. Fill dirt is to be added if necessary. There shall not be any voids in the grading and compacting of the site. The finished grade must be that expected in a post-construction residential subdivision and consistent with the quality grading of the surrounding homes. The site shall have a smooth appearance. Burning or *burying* of debris on the job site is not permitted. No trees are to be removed during the demolition process without the written consent of the City of Longview.

## **Hazardous Materials**

**IMPORTANT NOTE: IF CONTRACTOR(S), IN PERFORMANCE OF ANY OF THE ABOVE WORK, ENCOUNTERS HAZARDOUS MATERIALS (I.E., ASBESTOS, LEAD, SPILLAGE OF TOXIC WASTE, ETC.), HE IS TO IMMEDIATELY CEASE WORK AND NOTIFY THE CITY OF LONGVIEW TO COORDINATE DISPOSAL OF SAID MATERIALS AND RESUMPTION OF OPERATIONS.**

**5.04 LIQUIDATED DAMAGES:** In the event the Contractor does not complete the work required under this contract within thirty (30) days after the issuance of a purchase order, unless an extension has been granted by City of Longview, the Contractor may be liable for and may pay to the City as liquidated damages the sum of one percent (1%) of the total purchase order amount for each calendar day of delay. Liquidated damages will be at the sole discretion of the City of Longview.

**SECTION V - BID RESPONSE- Page 1**

Successful bidder agrees to perform demolition services as directed in this Scope of Work for the unit prices stated. This contract is expected to start on approximately March 01, 2021.

The rates quoted must be all inclusive. "All inclusive" shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred excluding landfill disposal fees. No separate line item rates or charges will be accepted. Landfill disposal fees will be paid by the City of Longview directly to Pine Hill Landfill.

Submittals: Include the following items with your bid.

\_\_\_\_\_ All pages of this document

\_\_\_\_\_ Insurance certificates

\_\_\_\_\_ References (3)

\_\_\_\_\_ Bid Affidavit

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

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
(print)

SIGNED \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

EMAIL \_\_\_\_\_

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY

\_\_\_\_\_

**Addenda Acknowledgement:**

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: \_\_\_\_\_

Signature: \_\_\_\_\_



**Bid Response Page 2**

This Invitation to Bid and subsequent contract is only for the demolition of the properties listed below. Contractors are encouraged to visit the sites to help determine pricing.

**Group 1**

<b>Property Number</b>	<b>Property ID #</b>	<b>Address of Property</b>	<b>Scope</b>	<b>Price of Demolition Services</b>
1	192068	206 CHARLENE St.	Demolish building with foundation, accessory structure, and remove any sidewalks and driveways.	\$
2	33679	913 E COTTON St.	Demolish building with foundation and remove any sidewalks and driveways.	\$
3	42892	520 W HOPE Dr.	Demolish building with foundation, accessory structure, and remove any sidewalks and driveways.	\$
4	49308	2013 LEONA St	Demolish building with foundation, fencing and remove any sidewalks and driveways.	\$
5	37680	611 LEOTA St.	Demolish building with foundation, perimeter fencing, and remove any sidewalks and driveways	\$
6	37104	1215 N TENTH St.	Demolish building with foundation, Carport and remove any sidewalks and driveways.	\$
<b>TOTAL BID</b>				<b>\$</b>

**Bid Response Page 3**

**Group 2**

<b>Property Number</b>	<b>Property ID #</b>	<b>Address of Property</b>	<b>Scope</b>	<b>Price of Demolition Services</b>
1	60977	906 S FOURTEENTH St.	Demolish building with foundation and remove any sidewalks and driveways	\$
2	35387	401 DAVIS St.	Demolish building with foundation and remove any sidewalks and driveways.	\$
3	35420	1204 ODEN St.	Demolish building with foundation and remove any sidewalks and driveways.	\$
4	62173	1113 RANEY St.	Demolish building with foundation and remove any sidewalks and driveways.	\$
5	45802	304 SCENIC Dr.	Demolish building with foundation, accessory structure, and remove any sidewalks and driveways.	\$
6	72008	2504 S. FIFTEENTH St.	Demolish building with foundation, Carport and remove any sidewalks and driveways.	\$
<b>TOTAL BID</b>				<b>\$</b>

The successful contractor will need to verify that all utilities are disconnected and/or abandoned prior to demo. Contractor is responsible for coordinating disconnects of any remaining utilities.

You will need to call 811 as well as coordinate with all utilities to ensure they have been abandoned/removed.

Any asbestos abatement that is required will have been completed prior to notice to proceed. The Demo contractor will be responsible for any required notice to TCEQ.

Any concrete should be recycled at AGLYN 4 Recycling.

Bid price must be all inclusive. "All inclusive" shall be construed as costs incorporating all charges for labor, material and equipment and any other cost incurred to perform work as stated in Section V –

Disposal fees will be paid by The City of Longview directly to Pine Hill Landfill.

Each bidder must inform himself of the conditions relating to the demolition of the location as well as the equipment and labor needed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this contract.

Successful bidder(s) must meet all published deadlines for each category awarded. Failure to meet published deadlines may be grounds for termination. Allowances will be made for inclement weather.

Bidders are not required to bid all Groups. Indicate "no bid" on any Group not being bid. If a bidder chooses to bid a group, all properties within the Group must be bid. Groups that are incomplete (do not have prices for all properties within a group) will be disqualified and will not be eligible for award of that Group.

Property to be left in a clean and raked condition suitable for rebuilding.

**ATTACHMENT II**

**REFERENCES**

**List the clients for which you already provide services similar in scope to the services specified in this document.**

Each bidder shall provide a minimum of three (3) verifiable references. Bidders must show evidence of at least three years' continuous experience performing building demolition services of the same level, type, size and degree as required in this bid document. Failure to submit a list of qualified references may cause bid to be disqualified. The City reserves the right to contact any or all references prior to an award. The responses of references may be considered in assessing the reputation of the bidder and of the bidder's goods and services and the quality of the bidder's goods and services.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Contact Name and email address \_\_\_\_\_

Dates of Services provided \_\_\_\_\_

Description of Services provided \_\_\_\_\_

\_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Contact Name and email address \_\_\_\_\_

Dates of Services provided \_\_\_\_\_

Description of Services provided \_\_\_\_\_

\_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Contact Name and email address \_\_\_\_\_

Dates of Services provided \_\_\_\_\_

Description of Services provided \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT III**

**BID AFFIDAVIT**

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

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

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

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

"I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_  
and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship. I hereby certify that the foregoing bid has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon." I further certify that my answers to the following are true and correct:

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

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

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

Name, Address and Telephone Number of offeror:  
\_\_\_\_\_  
\_\_\_\_\_

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

Signature:  
\_\_\_\_\_

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

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

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

**ATTACHMENT IV**  
**City of Longview**  
**House Bill 89 Verification**

Pursuant to Section 2270.002 of the Texas Government Code, the City of Longview is prohibited from entering a contract for goods or services unless the contract contains a written verification from the vendor that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The statute defines the phrase "boycott Israel" 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."

There are certain exceptions to this requirement. Please examine the section below entitled "Claim an Exemption." If you qualify for one or more of the exemptions listed, please fill out the section entitled "Claim an Exemption," sign it, date it, and have your signature notarized. Do not fill out the section entitled "Verification that the Company Does Not Boycott Israel."

If you do not qualify for one of the listed exemptions, do not fill out the section entitled "Claim an Exemption." Instead, fill out the section entitled "Verification that the Company Does Not Boycott Israel," sign it, date it, and have your signature notarized.

**Claim an Exemption**

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name) \_\_\_\_\_ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company is exempt from the requirements of Chapter 2270 of the Texas Government Code because (check all that apply):

- The Company is a sole proprietorship; or
- The Company has less than 10 full-time employees; or
- The value of the contract between the Company and the City of Longview is less than \$100,000.

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

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

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_

**Verification that the Company Does Not Boycott Israel**

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name) \_\_\_\_\_ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, under the provisions of Chapter 2270 of the Texas Government Code:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract between the Company and the City of Longview, Texas.

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
DATE

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

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_

## **ATTACHMENT V**

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

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

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

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

Please remit the CIQ form with your bid.

Thank you.



**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.