



## 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 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

**Sealed bids will be received no later than: 10:00 AM. on March 25, 2021**

**MARK ENVELOPE:                    BID NO. 21-0068, WATER TREATMENT PLANT  
                                                  SLUDGE REMOVAL AND DISPOSAL SERVICE**

**RETURN BID TO:                    CITY OF LONGVIEW PURCHASING OFFICE**

**PO BOX 1952 – 300 W. COTTON (ZIP 75601)**

**LONGVIEW, TEXAS 75606**

**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. The bid opening will also be available to attend virtually. The meeting link is [meet.google.com/cbp-qbtv-uec](https://meet.google.com/cbp-qbtv-uec). The call in information is (US)+1 414-909-4713 and PIN of 264 335 558#.

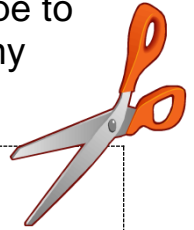
Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Department at the address above or phone (903) 237-1322.

**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**

**WATER TREATMENT PLANT SLUDGE REMOVAL &  
DISPOSAL SERVICE**

**BID No. 21-0068**

**BID OPENING: MARCH 25, 2021 @ 10:00 AM. 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 Department**  
**PO Box 1952**  
**Longview, TX 75606**  
Or

**Amanda Phillips**  
**Purchasing Department**  
**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
- \*Certification of TCEQ approval to haul water treatment plant sludge
- \*Applicable insurance certificates
- \*Copies of all applicable permits
- \*References (3)
- \*List of Equipment with photos
- \*Signed, completed, and notarized Bid Affidavit
- \*Signed, completed, and notarized House Bill 89 Verification form
- \*Signed, completed Conflict of Interest Questionnaire
- \*Emergency Contact information for both working hours and after working hours
- \*Intended Disposal site(s)

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

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

### **WATER TREATMENT PLANT SLUDGE-REMOVAL & DISPOSAL SERVICE**

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for Sludge removal and disposal using Land application. The term of this contract will be one (1) year or until satisfactory completion of all of the services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of services specified, provided pricing, terms and conditions remain the same.

**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 of your bid.** 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 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 A PRICE** adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

**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 or emailing to [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov). 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.

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 ninety (90) 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:

1. meet schedules;
2. defaults in the payment of any fees; or
3. 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 may 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. Reference the section and page in question.

**2.48 SUBCONTRACTING:** The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

**2.49 INCLEMENT WEATHER:** In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

**2.49 Assignment of Contact:** This contract may not be assigned in whole or part without the written consent of the City of Longview.

**2.50 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.

**2.51 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.

## **2.52 Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### **The Filing Process:**

1. Prior to award by City Council, your firm 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." Your firm 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. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make 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 HB 1295 REFERENCED ABOVE**

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

**2.53 Unauthorized Personnel:** At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the Facility during working hours, other than to pick-up or drop-off an employee.

**2.54 Emergency Telephone Numbers:** The Contractor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

## **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:** All bidders proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful bidder 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, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful bidder providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder 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 under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder 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 under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.



5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the City that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the City.

**Additional insurance is required.** The successful bidder shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Workers' Compensation and Employers' Liability

\$1,000,000.00 per accident/occurrence.

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:

Bodily Injury and Property Damage  
Combined Single Limit:

\$1,000,000 "CSL" each occurrence

The successful bidder shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. 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.

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.

**No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.**

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

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

**5.00 GENERAL:** The purpose of this invitation is to provide for an annual requirements style contract for use by the City of Longview for the removal of water treatment plant sludge from the facility at the Lake Cherokee (CWTP), Lake O' the Pines (LOPWTP) and Sabine River Water (SRWTP) Treatment Plants. Amounts are estimates only. The sludge will be both GeoCake and Liquid. The City does not warrant any specific amount of product but agrees to purchase its annual volume of services described herein from the successful bidder.

Contractor's disposal method must be land application. Contractor must have an established permitted land application site.

The City of Longview will utilize a manifest system that includes the use of forms for each load of sludge that is transported from CWTP, LOPWTP and SRWTP. These forms will include the City's sludge load number, yards/gallons of the sludge leaving the plant site, the date the load left the plant, signature of transporter, date the load was deposited at the site, signature of person receiving the sludge at the processing site. In addition, the City will require that a signature from water treatment plant staff be obtained prior to leaving the plant with each load.

**To qualify** to submit a bid contractor must be currently engaged in operating a sludge transportation service and have operated said transportation service continuously for the past three (3) calendar years. Contractor shall only employ personnel that are thoroughly trained in all phases of sludge transportation. Bidders shall provide with the bid response a list of at least three (3) references for which sludge transportation services were provided. Bids will only be considered from companies who have been involved in sludge transportation for a period of at least three (3) years. This will be evidenced in the references provided. 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 Purchasing Divisions solicits comments in regard to these specifications before date of closing. The final specifications will be binding on all bidders.

**5.01 DEFINITIONS:** The following words shall have the meanings ascribed to them below:

Contractor – A person, firm, or corporation with whom the contract is made by the City of Longview

Contract Administrator – The manager of the Water Treatment Plant or other (s) duly appointed

GeoCake Sludge or Liquid Sludge – Water Treatment Plant Sludge

C. Y. Cubic Yard - A volume in cubic yards

Owner – The City of Longview

CWTP – Lake Cherokee Water Treatment Plant, 3512 Martin Luther King Blvd., Longview, TX 75602

LOPWTP – Lake O' the Pines Water Treatment Plant, 2091 FM 1844, Longview, TX 75605

SRWTP – Sabine River Water Treatment Plant, 1400 Swinging Bridge Rd, Longview, TX 75604

TCEQ – Texas Commission of Environmental Quality

EPA – Environmental Protection Agency

**5.02 CONTRACTOR'S RESPONSIBILITIES:** Contractor shall provide all labor, material, equipment, tools, permits, insurance and necessary equipment to load, transport and deliver sludge from the City of Longview Lake Cherokee Water Treatment Plant, Lake O' the Pines Water Treatment Plant and Sabine River Water Treatment Plant to the nearest permitted beneficial land application site. Contractor will pay all fees, costs, and processing expenses for the safe and final disposition of sludge. Contractor will transport sludge in a method consistent with the safe transfer of sludge, taking care not to spill or leak sludge or otherwise contaminate streets, roadways, ditches, creeks or owners facilities or the disposal site facilities. The selected supplier must be approved by the

Texas Commission on Environmental Quality (TCEQ) to haul sludge.

Laboratory data on the City's sludge characteristics are on file at the Water Treatment Plant Laboratory for review. Monitoring and/or initial sludge testing not currently being performed by the City of Longview that will be required by TCEQ or by the land application permit will be the responsibility of the Contractor.

Contractor will also be required to clean up cake bag site, remove and dispose of geobags and smooth area to a suitable condition.

**5.03 SPILLS OR LEAKS:** Contractor must diligently cleanup all spills and/or leaks of any materials such as, but not limited to sludge, fuels, motor oil, hydraulic fluid, brake fluid, antifreeze and/or grease and notify water treatment plant personnel as soon as possible to avoid any contamination that could potentially enter the water supply. Any spills and leaks should be removed by the end of the same work day that the spills or leaks occur, as per City of Longview requirements. This applies to all such materials whether the spill or leak originates from the trucks or other items such as maintenance crews, 5 gallons oil barrels, jugs of antifreeze, etc. Any breach of proper handling of materials will be just cause of the contract administrator to void the resulting contract and/or arrange for proper clean up of spills at the contractor's expense.

**5.04 APPLICABLE STATUTES:** Contractor agrees that he will perform the sludge hauling services under contract in accordance with all applicable statutes, rules and regulations of the Resource Conservation and Recovery Act, statutes, rules and regulations of the Texas Commission on Environmental Quality, Texas Department of Health and related agencies. The Contractor will be deemed responsible for compliance with all state, federal and local regulations regarding the disposal of municipal sludge materials.

**5.05 DISPOSAL SITE/FACILITY:** All sludge material hauled hereunder by contractor shall be disposed of in a proper site/facility duly permitted to receive such material. The Contractor will inform and provide records to the City of Longview contract administrator of disposal events such as change of disposal location, diversion to beneficial land use or other. The City of Longview (owner) shall retain rights to approve or not approve of disposal locations.

**Land Application and Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 257 and 258.**

**5.06 DISPOSAL SITE DESIGNATION:** Contractor shall declare intent regarding disposal of materials with the bid. Contractor shall not dispose of any materials in a manner not consistent with safe practice and approve disposal sites. Failure to declare disposal site or to list a site not properly permitted will be cause for rejection of the bid. Failure to notify the Contract Administrator of any change of disposal location will be cause for voiding the contract and declaring the contractor to be in breach. Breach of contract or default authorized 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.

**5.07 – EQUIPMENT REQUIRED:** Bidders are required to provide with the bid a listing of equipment and references demonstrating the potential Contractors ability to perform the work.

Vehicle(s) must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. Vehicle(s) must be of sound quality and in good working order.

With the bid include:

- A list of equipment owned or rented to be used on the project.
- A list of other agencies, firms or persons for which similar services are performed.
- Proof of certification by TCEQ to haul sludge

- Insurance certificates, current and valid.
- Intended disposal site(s).
- A complete list of submittals is provided on Bid Response Page Section IV.

**5.08 PERFORMANCE MONITORING:** Performance will be monitored on a regular basis. City of Longview staff will report any unsatisfactory service to the Contractor's office and to the Purchasing office. Repeated unsatisfactory service will be grounds for termination of the Contract. Damage to property and failure to replace or repair damaged grounds or structures will be grounds for termination of the Contract.

**5.09 INDEPENDENT CONTRACTOR:** The Contractor(s) will operate as an independent contractor and not as an agent or employee of the City and shall control his operations at the work site and be solely responsible for the acts or omissions of his employees. No subcontracting without the written consent of the City of Longview is allowed.

**5.10 WORK SCHEDULE:** Both the Contractor and the City acknowledge that time is of the essence in this Agreement. Contractor shall perform all of the Work required herein.

Contractor should begin performing work within 30-45 days of notification by the City of Longview for sludge contained in geobags.

The City of Longview needs ample time to prepare for liquid sludge pumping. The Contractor should coordinate and schedule with the City as to accommodate water treatment plant reductions in flow to allow lagoons to dewater before pumping liquid sludge within 30 days of notification per individual water treatment plant where sludge will be removed.

- **Contractor must complete all transporting of all sludge no later than September 30<sup>th</sup> of each year for the duration of the contract.**

**5.11 SAFETY:** All Contractors performing services for the City of Longview are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

**5.12 REPORTING AND INVOICING:** All payments shall be for actual services rendered. Contractor will provide written confirmation of completion of each pick up, including service dates and total charges. Contractor shall invoice the City Monthly. The City standard terms are net 30. No other terms will be accepted. Contractor shall provide a designated contact person for purposes of answering and resolving all billing and customer service issues. Designated contact person shall initiate a call back to the City of Longview within 48 hours of receipt of initial call.

**5.13 INSTRUCTION FOR BIDDING:** Bidders are encouraged to survey the site and calculate costs, satisfy themselves as to the expenses and complications of servicing the site.

**Bidders may call for an appointment to tour site. Appointments will be scheduled by calling 903-237-2780.**

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. 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 email [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov). Reference the section and page in question.

**SECTION V - BID RESPONSE**

Successful bidder agrees to provide Water Treatment Plant Sludge Removal and Disposal Service as described in Section IV, Scope of Work for prices stated below. At any time during the term of the City's contract with the bidder, and subject to the applicable provisions of state law (including without limitation Section 252.48 of the Texas Local Government Code), the City may, in its discretion, increase or decrease the quantity of work to be performed under the contract. Quantities listed are an estimate only. The City does not guarantee specific amounts under this contract.

Bidders are instructed to fill out the price per cubic yard/price per gallon. Add the price per cubic yard and price per gallon together for a total bid price. The total bid price will be the basis for award.

City of Longview guarantees no minimum or maximum amounts. This is an annual style agreement. Service requested will be on an as needed basis.

Unit of Measurement	Description	Price per cubic yard/Price per Gallon
Cubic Yards	GeoCake - <b>Land Apply</b>	\$
Gallons	Liquid Sludge- <b>Land Apply</b>	\$

TOTAL BID \_\_\_\_\_

The rates quoted on this Bid Response Sheet shall be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred. No separate line item rates or charges will be accepted.

LIST INTENDED PERMITTED DISPOSAL SITE(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submittals: Please submit the following items with bid

- All pages of this Bid Invitation properly signed and notarized when applicable.
- Copy of current insurance Certificate
- Listing of **all** equipment used in the process of providing for this contract
- Listing of other agencies, firms, or persons for which similar services are performed
- Certification that the contractor is approved by the TCEQ to haul water treatment plant sludge
- Bid Affidavit
- Conflict of Interest Questionnaire (CIQ)
- Emergency Telephone number during working hours: \_\_\_\_\_
- Emergency Telephone number after working hours: \_\_\_\_\_
- Copies of all permits, including TCEQ, land application permits (land owner & contractor), and all other state permits needed to perform all services listed in this bid.
- House Bill 89 Verification Form

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

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

EMAIL ADDRESS \_\_\_\_\_

**Addenda Acknowledgement:**

Bidder acknowledges receipt of all addenda that have been issued.

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

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

**ATTACHMENT II  
LIST OF EQUIPMENT**

**List equipment owned or rented to be used on the project. Please include photos of major equipment.**

## ATTACHMENT III

### 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 in which the bidder has sold and maintained this or a similar product.

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

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

Date of Service \_\_\_\_\_

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

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

Date of Service \_\_\_\_\_

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

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

Date of Service \_\_\_\_\_



**ATTACHMENT IV**  
**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 and Address of offerer:

\_\_\_\_\_

\_\_\_\_\_

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

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 V**

**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.

\_\_\_\_\_

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 \_\_\_\_\_

## ATTACHMENT VI

### 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.