



## 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  
Longview, TX 75606

PHONE (903) 237-1322  
FAX (903) 291-5323  
purchasing@longviewtexas.gov

**Sealed bids will be received no later than: 10:00 A.M., JULY 29, 2021**

**MARK ENVELOPE:                      BID NO. 21-0073, MOWING AND REFUSE REMOVAL**  
**RETURN BID TO:                      CITY OF LONGVIEW PURCHASING OFFICE**  
**PO BOX 1952 – 300 W. COTTON (ZIP 75601)**  
**LONGVIEW, TEXAS 75606**

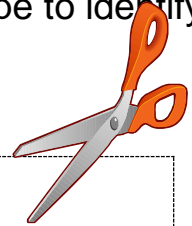
**THE CITY OF LONGVIEW** appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend. The bid opening will also be available virtually. The link to join is [meet.google.com/yrn-bcfx-cnx](https://meet.google.com/yrn-bcfx-cnx) and the call in information is (US) +1 662-482-2504 PIN: 379 751 512#.

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**

**MOWING AND REFUSE REMOVAL**

**BID No. 21-0073**

**BID OPENING: JULY 29, 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 Department  
PO Box 1952  
Longview, TX 75606**

Or

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

## SECTION II - INSTRUCTIONS AND GENERAL TERMS

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

### Mowing and Refuse Removal

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the services specified. 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. 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, Consumer Price Index, 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/manufacturer 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.

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:

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 no 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](mailto: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 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 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.**

## 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.

Employer's Liability -	Bodily Injury by Accident - \$250,000 each accident
	Bodily Injury by Disease - \$500,000 policy limit
	Bodily Injury by Disease - \$250,000 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:

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.

Awarded vendor must provide to the City of Longview a certificate of insurance meeting all insurance coverage requirements published in the bid document. The certificate shall show City of Longview as certificate holder and must be provided within 5 business days of notification of award.

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

If bidder does not have insurance coverage meeting the requested levels as stated above in **Section 3.02 Insurance**, bidder may provide proof of insurance of current coverage along with a letter or documentation showing proof of the ability to obtain the proper insurance if awarded the contract.



## SECTION V - SCOPE OF WORK

**5.00 GENERAL INFORMATION:** The objective of this solicitation is to secure an annual contract with an established sole contractor or an established group of contractors to provide mowing services and refuse removal, as needed, for the City of Longview Code Compliance Division and/or other divisions, according to the following guidelines. The exact number of lots for each category is unknown, however, an estimate is provided for each category. City of Longview does not guarantee any amounts for any category. The estimates are given for bidding purposes. The City of Longview wishes to contract with experienced commercial mowing professionals who have a minimum of three (3) years experience in commercial mowing contracting (residential and/or commercial lots) in the East Texas area. Bidders shall provide with bid response a list of at least three (3) references for which commercial mowing services of the same type and to the same degree as required in this bid document were provided over the last three years. 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 Contract is estimated to begin October 1, 2021.

Successful bidder 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. All lots, acres, and hours are estimates only. The successful bidder(s) will be directed to mow or remove debris on an as-needed basis.

It is the intent of the City of Longview to award this contract by category. Bidders are not required to bid every category. Indicate "no bid" on any category not being bid.

**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.

**No illegal dumping, as defined by state law, of any debris, yard trimmings, junk, litter, trash, or any other substance will be allowed. Refer to Section 5.05 regarding incidental costs.**

**5.02 WORK DESCRIBED:** The successful bidder(s) shall be notified by the Code Compliance Division or other City of Longview Division Managers or their designees, in writing, to perform specific work at a particular location. **The successful bidder shall complete the requested services within two (2) days after receiving such authorization. In the event of inclement weather, the successful bidder shall notify the requesting division of his/her failure to mow and/or clean the property in question by the fourth (4th) day.**

All lots and properties shall be mowed, in the most efficient manner, and as near as possible to any building, tree, wall, fence, or any other structure or appurtenance. Remaining high grass and weeds shall be cut by the most efficient means to ensure favorable appearance, and proper action shall be taken to clean the property and adjoining streets and public right-of-way of all grass and weed trimmings.

All lots and properties authorized by the City to be mowed by the successful bidder (s) shall be cut to a uniform height **not to exceed three (3) inches**.

The successful bidder will remove all obvious accumulations of "blow-through" litter (i.e., blowing paper waste) prior to mowing, to prevent scattering.

**Any rubbish, debris, or lawn trimmings removed from a property will be disposed of only in a legally permitted landfill. Trip tickets must be available for inspection upon demand by the requesting division. Refer to Section 5.05 regarding incidental costs.**

**5.03 JOB MONITORING:** For each job assigned by the Code Compliance Division, or other requesting division manager, to the successful bidder, the satisfactory completion of each job will be monitored by the division manager or his designee. Any property or lot which is not mowed and/or cleaned satisfactorily shall be re-done at the successful bidder's expense upon the request of the division designee. Any properties assigned by division of the City will be monitored by

that division and invoices will be approved for payment by that division manager or his designee.

**5.04 PAYMENT BASIS:** All properties to be mowed and/or cleaned shall include any and all adjacent easements and rights-of-way, where applicable, and will be considered in the bid per lot, per hour, or per acreage as indicated and not as a separate or additional category.

The City of Longview shall not pay for travel time, or for properties that have been mowed and/or cleaned by the owner between the time of authorization and the time of arrival of the successful bidder. There shall be no travel time paid for any reason. The successful bidder(s) shall receive payment only for those properties that he/she has received written authorization to mow and/or clean by the division manager or his designee. In the event services are requested by any division of the City, that division will only pay for those specific jobs for which they have issued a written authorization to mow.

Upon completion of an authorized job and within two (2) working days, the successful bidder shall submit an invoice to the requesting division manager or his designee, stating (1) address of property, (2) cost of job, (3) time beginning, time ending, and date work done, and (4) name and mailing address of the successful bidder.

The successful bidder(s) shall be accessible to employees of the Code Compliance Division and/or the designee of other requesting divisions during normal business hours by means of telephone, pager, radio, etc. The successful bidder(s) shall provide any telephone or pager numbers upon award of contract.

The contractor will be responsible for all costs relating to travel, mobilization of equipment and any time that is not spent mowing, clearing brush, debris or trash on the lots approved by the City of Longview. Sites for all four (4) categories of this bid will be inside the City limits or the extraterritorial jurisdiction of Longview.

**5.05 INCIDENTAL COSTS:** The successful bidder(s) shall obtain and pay for any and all permits, licenses, dumping and/or disposal fees, additional equipment, etc., required to fulfill this contract.

**5.06 LIST OF EQUIPMENT:** Bidders shall submit a list of all equipment in their current inventory to be used in the work covered by this contract and the location where that equipment is currently stored.

**5.07 EQUIPMENT TO PERFORM:** The successful bidder(s) shall have available for his/her services any equipment necessary to perform the job assigned. If a successful bidder lives in or operates from within the corporate city limits of the City of Longview, all equipment stored at and operations conducted from that location shall comply with City of Longview Zoning Ordinance. All equipment shall be in good repair and operated by a responsible operator.

**5.08 PERSONNEL:** The successful bidder(s) shall employ sufficient personnel to ensure that all authorized mowing and/or cleaning is accomplished within the time frame previously outlined. Payments shall be made directly to the successful bidder, and not to his employees or approved sub-contractors.

## **6.00 DESCRIPTION OF CATEGORIES**

### **CATEGORY I-STANDARD LOTS**

Mowing and trimming of vacant standard residential lots with or without a structure (one-half acre or less), priced on a per lot basis. Lots in this category will vary in size, all vacant lots one-half acre or less will be priced the same in this group. City reserves the right to set aside up to 50 category I lots per year for non-profit community service organization projects.

**Estimated 75 lots mowed an estimate of 4 to 6 times per year in this category**

#### ***List of equipment required to provide service:***

Minimum 40 PTO (power take off) HP Tractor with heavy duty 5'-6' brush hog, push mower, riding lawn mower, string trimmers.

Contractor shall begin work within 2 days of notification. Contractor has 15 days to complete each series of lots, once work has begun. Allowances will be made for inclement weather. Failure to adhere to this deadline may be grounds for termination.

### **CATEGORY II-OVERSIZE LOTS**

Mowing and trimming of vacant oversized lots with or without a structure greater than one-half acre, but not to exceed one (1) acre, priced on a per lot basis. These lots will vary in size, all vacant lots larger than one-half acre, but not in excess of one (1) acre will be priced the same in this group.

**Estimated 50-60 lots to be mowed 3-4 times per year.**

#### ***List of equipment required to provide service:***

Minimum 40 PTO (power take off) HP Tractor with heavy duty 5'-6' brush hog, push mower, riding lawn mower, string trimmers.

Contractor shall begin work within 2 days of notification. Contractor has 15 days to complete each series of lots, once work has begun. Allowances will be made for inclement weather. Failure to adhere to this deadline may be grounds for termination.

### **CATEGORY III-ACERAGE BASIS**

Mowing and trimming of vacant property, private or City owned in excess of one (1) acre will be priced on a per acre basis. These lots will vary in size, all lots greater than one (1) acre will be priced the same in this group.

**Estimated 663 acres estimated to mow 1-2 times per year.**

#### ***List of equipment required to provide service:***

Minimum 40 PTO (power take off) HP Tractor with heavy duty 5'-6' brush hog, push mower, riding lawn mower, string trimmers.

Contractor shall begin work within 2 days of notification. Contractor has 15 days to complete each series of lots, once work has begun. Allowances will be made for inclement weather. Failure to adhere to this deadline may be grounds for termination.

### **CATEGORY IV-HOURLY BASIS**

The clearing/cleaning and mowing (if required) of lots or City Right-of-Way of limbs, fallen trees, bushes, brush, trash, debris, and rubbish shall be bid on a per hour basis, and will include all labor, vehicles, machinery, travel and the disposal costs. The successful bidder shall be contacted to look at property first to determine the amount of hours needed to complete said job before authorization is given by requesting City division for approval. In the event that any approved job shall take less than one hour to complete, payment shall be prorated to the nearest half hour. Contractor agrees to supply a minimum of three people to work on the cleaning/clearing of lots and Right-of-Ways to ensure the safety of the individuals as well as to ensure that work is completed in a timely and efficient manner. Limbs and brush taken from City property only, may be taken to City's compost site for disposal at no charge to the contractor. Contractors are cautioned that only debris from City lots may be disposed of at City Compost site. Any contractor found disposing of anything other than city debris will be grounds for termination.

**Estimated 200-250 hours (approximately 100-110 lots)**

#### ***List of equipment required to provide service:***

Minimum 40 PTO (power take off) HP Tractor with heavy duty 5'-6' with brush hog for cutting, front gripper or bucket for loading, push mower, riding lawn mower, string trimmers and chainsaws. A flatbed trailer, roll off dumpster or dump truck

will be needed for transport of debris removed.

Contractor shall begin work within 2 days of notification. Contractor has 15 days to complete each series of lots, once work has begun. Allowances will be made for inclement weather. Failure to adhere to this deadline may be grounds for termination.

## SECTION IV - BID RESPONSE

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total prices listed on the document below. I agree to perform these services as directed for the units and/or lump sum 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 252.048 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 (including without limitation by adding to or reducing the number of locations to be mowed). Each bidder must inform himself of the conditions relating to the mowing of each 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. This contract is expected to start on approximately October 1, 2021.

**BID FOR EACH CATEGORY:**

<b><u>CATEGORY I:</u></b>	<b><u>\$</u></b>	<b><u>PER LOT (WITH OR WITHOUT A STRUCTURE)</u></b>
<b><u>CATEGORY II:</u></b>	<b><u>\$</u></b>	<b><u>PER LOT (WITH OR WITHOUT A STRUCTURE)</u></b>
<b><u>CATEGORY III:</u></b>	<b><u>\$</u></b>	<b><u>PER ACRE</u></b>
<b><u>CATEGORY IV:</u></b>	<b><u>\$</u></b>	<b><u>PER HOUR</u></b>

It is the intent of the City of Longview to award this contract by category. Bidders are not required to bid every category. Indicate "no bid" on any category not being bid. Bid will be awarded to lowest responsive responsible bidder providing the best value to the City of Longview in each category.

I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the stated prices.

**FEES SHALL BE ALL INCLUSIVE AND THERE WILL BE NO ADDITIONAL CHARGES ASSIGNED TO THE CITY FOR SERVICES PERFORMED BY THE SUCCESSFUL BIDDER(S). (I.E. DISPOSAL FEES, TRAVEL TIME, SUPPLIES, EQUIPMENT, ETC.)**

**THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH THESE DOCUMENTARY FORMS HERE MADE A PART OF THIS BID.**

**Submittals: Items to be submitted with bid response:**

- \_\_\_\_\_ **All pages of this document**
- \_\_\_\_\_ **Insurance certificates**
- \_\_\_\_\_ **References (3)**
- \_\_\_\_\_ **Bid Affidavit**
- \_\_\_\_\_ **Listing of all equipment used in the process of providing for this contract.  
Please include photos of major equipment.**

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

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

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: \_\_\_\_\_

**ATTACHMENT I  
LIST OF EQUIPMENT**

**List the equipment you currently own and use in the providing of the services described in this document. Please include photos of major equipment.**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_



**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 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 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.

\_\_\_\_\_  
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 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.