



## INVITATION TO BID

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

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

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

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

PHONE (903) 237-1324  
FAX (903) 291-5323  
purchasing@longviewtexas.gov

**Sealed bids will be received no later than: 2:00 P.M. MAY 8, 2019**

**MARK ENVELOPE:**

**RETURN BID TO:**

**BID NO. 1819-37, FIRE SUPPRESSION SERVICES:  
ALARM SYSTEMS & FIRE EXTINGUISHERS**  
**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.

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 Manager at the address above or phone (903) 237-1324.

**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**

**FIRE SUPPRESSION SERVICES: ALARM SYSTEMS & FIRE EXTINGUISHERS**

**BID No. 1819-37**

**BID OPENING: MAY 8, 2019 @ 2:00 P.M. CDT**

**For Information Contact:**

**Jaye Latch**  
**(903) 237-1324**  
[purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov)

**Company Name:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_

**Bids must be addressed to:**

**Jaye Latch**  
**Purchasing Manager**  
**PO Box 1952**  
**Longview, TX 75606**  
or

**Jaye Latch**  
**Purchasing Manager**  
**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:

### FIRE SUPPRESSION SERVICES: ALARM SYSTEMS & FIRE EXTINGUISHERS

**2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the goods and services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the goods and 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 goods and 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 goods and 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 TRANSMITTALS or ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.***

**2.03 SUBMISSION OF BIDS:** The City of Longview requests one original copy 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 3interlineations, 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 goods and 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 Section not used.**

**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 903-237-1324 or 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 goods and 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 goods and 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 goods and 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 SAMPLES:** When requested, samples shall be furnished free of expense to the City of Longview. Samples will be returned on request.

**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. By submitting a bid in response to this ITB, the bidder agrees that any information not clearly marked as proprietary is not confidential and may be publicly released. The City is subject to the Texas Public Information Act (Texas Government Code Chapter 552), and any and all agreements awarded pursuant to this ITB and any other documents related thereto will be public information. Bidder further agrees that the interest rate offered by bidder and the amounts of other fees and charges proposed in response to this ITB are all public information and bidder consents to the release of such information to the public.

**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 non resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

**2.46 OZONE ACTION DAYS –** The successful bidder shall observe and follow City Policy in regard to operating equipment and providing goods and 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 Section not section**

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

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

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

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

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

## SECTION III - SPECIAL PROVISIONS

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

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

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

**3.02 INSURANCE:** All bidders and subcontractors 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
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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
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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 and subcontractors 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.

## SECTION IV - SCOPE OF WORK

**5.00 GENERAL INFORMATION:** It is the intent of this Invitation to Bid (ITB) to provide annual inspections for alarm systems, fire extinguishers, and recharging of fire extinguishers in order to maintain full fire code compliance for City of Longview facilities. Fire extinguishers used in city fleet vehicles are **not** part of this bid. It is the desire of the City to contract with an experienced and qualified vendor to provide the listed services and equipment stated in the specifications listed below. If a bid differs in any way from the bid specifications, the bidder must list the differences on the bid proposal form telling exactly where and how the bid deviates from said specifications. If no exceptions are listed on the bid, it will be presumed the bidder proposes to meet the specifications in every respect; and if awarded the contract, performance on this basis will be required.

This bid is for alarm and fire extinguisher inspections and recharging only. All repairs and maintenance are not included and will be subject to individual quotes as per City of Longview Purchasing Policy. If, during an inspection, it is determined that a repair is needed, City of Longview Contract Administrator will decide if repairs will be made during the current inspection visit. Contract Administrator and Contractor shall mutually agree on price of repairs. If repairs are made during inspection visit, no additional service charge will be billed. Contractor shall stock service vehicle with all necessary parts to perform routine maintenance and repairs, should they be authorized during inspection visit.

This bid is divided into two (2) groups. It is the intent of the City to award by group. The City reserves the right to award or reject any and all bids received.

This is an annual requirements style agreement. Services provided will be based on a pre-determined inspection schedule.

It is expected that all City of Longview alarms and extinguishers are in full compliance of this bid within 30 days of bid award, failure to do so, may result in termination of contract.

**It is the contractor's responsibility to ensure that all system inspections within the respective awarded groups remain current at all times. All systems must be tagged and/or labeled. Any system found to be out of compliance shall be grounds for termination of contract.**

The quantities listed are estimates only. The City does not guarantee any specific amounts either minimum or maximums.

### 5.01 DEFINITIONS:

Vendor/Contractor – The person or firm selected for this contract.

City – The City of Longview or its authorized representatives.

### 5.02 GENERAL: (applies to all groups):

- A. The Contractor shall provide all materials and labor necessary to meet the requirements of this bid. Work may be performed on the exterior or interior of buildings.
- B. All work shall be scheduled at the convenience of the City so as not to interfere with the City's conduct of business.
- C. Bid price shall include all labor, transportation, overhead, materials, testing fees, etc. to perform duties listed in this invitation to bid.
- D. Contractor shall obtain all permits for inspections, tests and other services required for completion of work. Inspections shall be scheduled through the designated City Representative.
- E. City of Longview Fire Marshal shall be notified in accordance with State of Texas rules and standard any time a red or yellow tag is placed on a system.
- F. All material shall be new (unless approved in writing by the City Representative).
- G. All wire/cables shall be copper unless otherwise approved by the City Project Manager.
- H. Contractor shall immediately notify Contract Administrator of any red and/ or yellow tagged system. An update shall be immediately communicated to the Contract Administrator detailing the issue and requirements for

compliance. City of Longview Contract Administrator will decide if repairs will be made during the current inspection visit. Contract Administrator and Contractor shall mutually agree on price of repairs. If repairs are made during inspection visit, no additional service charge will be billed.

- I. Contractor shall stock service vehicle with all necessary parts to perform routine maintenance and repairs, should they be authorized during inspection visit.
- J. Persons performing Fire Suppression inspections shall be fully certified in the respective discipline for the work being performed.
- K. **It is the contractor's responsibility to ensure that all system inspections within the respective awarded groups remain current at all times. All systems must be tagged and/or labeled. Any system found to be out of compliance shall be grounds for termination of contract.**

### 5.03 GROUP SPECIFICATIONS:

#### Group 1 - Alarm Systems –

Maintain facility fire alarm systems annual inspections in accordance with the latest published edition of NFPA 72 – National Fire Alarm and Signal Code.

#### Group 2 – Fire Extinguishers –

- A. Maintain all facility and mobile equipment extinguishers annual inspections in accordance with the latest published edition of NFPA 10 – Standard for Portable Fire Extinguishers

#### Fire Extinguisher Locations:

1. Central Fire Station – 100 E. Cotton Street
2. Fire Station 2 – 708 N. Eastman Road
3. Fire Station 3 – 1133 E. Birdsong
4. Fire Station 4 – 2022 E. George Richey Road
5. Fire Station 5 – 102 W. Niblick
6. Fire Station 6 – 2808 McCann Road
7. Fire Station 7 – 2811 Gilmer Road
8. Fire Station 8 – 4508 McCann Road
9. Parks Administration Office – 130 E. Timpson Street (Parks)
10. Lear Park – 100 H. G. Moseley (Parks)
11. Stamper Park Resource Center – 502 S. Center Street (Parks)
12. Green Street Recreation Center – 814 S. Green Street (Parks)
13. Paula Martin Jones Recreation Center - 515 Avalon Street (Parks)
14. Panther Park Community Center – 200 E. George Richey Road (Parks)
15. Spring Hill Concession Stand – 738 Fenton Road (Parks)
16. McWhorter Park – 1000 Toler Road (Parks)
17. Harvey Johnson Recreation Center – 1406 E. Birdsong (Parks)
18. Parks, Operations & Maintenance – 321 Gum Street (Parks)
19. Broughton Recreation Center – 801 Martin Luther King Blvd (Parks)
20. Train Depot – 905 W. Pacific Street
21. Development Services – 410 S. High Street
22. Housing Department – 1202 N. Sixth Street
23. Public Works – 933 Mobile Drive
24. Lake O' Pines Water Treatment Plant – 2091 FM 1844
25. Sabine Water Treatment Plant – 1400 Swinging Bridge Road
26. Cherokee Water Treatment Plant – 3512 Martin Luther King Blvd.
27. Wastewater Treatment Plant – 5211 W. Loop 281
28. Maude Cobb Activity Complex – 100 Grand Blvd
29. City Hall - 300 W. Cotton
30. Longview Animal Care and Adoption Center - 303 H.G. Mosley Pkwy

## Extinguisher Inventory

	2.5lb	5lb	10lb	20lb	CO2	H2O	K
Fire Dept.	0	48	5	14	12	14	5
Police Dept.	0	7	2	3	0	0	0
Maude Cobb	0	10	18	0	0	0	2
Parks Dept.	22	62	3	16	0	0	7
Library	0	10	1	0	0	4	0
Development Services	2	12	0	0	0	0	0
Waste Water	7	13	22	0	0	0	0
City Hall	0	11	1	0	0	0	0
Public Works	60	80	7	5	0	0	0
Water Purification Sabine	2	0	3	13	0	0	0
Water Purification Cherokee	1	4	12	8	4	0	0
Water Purification LOP	1	0	1	10	0	0	0
Animal Shelter	0	0	9	0	0	0	0
Train Depot	0	0	10	0	0	0	0
Housing Dept.	0	0	5	0	0	0	0
<b>Total</b>	<b>95</b>	<b>257</b>	<b>99</b>	<b>69</b>	<b>16</b>	<b>18</b>	<b>14</b>

**\*\*Chart reflects estimate only\*\***

### Sections 5.04 – 6.12 Applies to all groups

#### 5.04 WORKMANSHIP:

- A. Only first-class work shall be performed and all materials furnished in carrying out this Contract shall be of character and quality required by the specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the City Representative.

- B. If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within forty-eight (48) hours after receipt of the above mentioned notice, or if they shall not make satisfactory progress in doing so, the City Representative may cause said work or materials to be removed and replaced to the satisfaction of the City by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the Contract.

#### **5.05 INCOMPETENT OR DISORDERLY EMPLOYEES AND EMPLOYEE APPEARANCE:**

If any person employed by the Contractor shall appear to the City Representative to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately at the request of the City Representative, and shall not again be re-employed (on subject project) except by written consent of the City Representative. All Contractor employees working at City job sites shall be in a Company uniform that clearly identifies the name of the Company. The uniforms shall be clean and neat in appearance. The City reserves the right to require immediate removal of any employee from City service it deems unfit for service for any legal reason.

#### **5.06 RESPONSE TIME AND CONTACT INFORMATION:**

Contractor shall indicate on the Bid Response a contact person's name and telephone number for both normal working hours, 8:00 a.m. - 5:00 p.m., Monday through Friday and after hours.

**It is the contractor's responsibility to ensure that all system inspections within the respective awarded groups remain current at all times. All systems must be tagged and/or labeled. Any system found to be out of compliance shall be grounds for termination of contract.**

**6.00 CONTRACT TERMS AND CONDITIONS:** The Contract with the successful bidder will contain the following Contract Terms and Conditions:

**6.01 CONTRACT QUANTITIES:** The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period. Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the City.

**6.02 DELAYS:** If delay is foreseen, the Contractor shall give immediate written notice to the City Representative. The Contractor must keep the City advised at all times of the status of the services. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

**6.03 DELIVERY FAILURES:** Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the City Representative, or should the Contractor fail to make a timely replacement of rejected items when so requested, the City may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the City for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the City owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the City as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

**6.04 MATERIAL SAFETY DATA SHEETS:** By law, the City of Longview will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the City, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the City's criteria for approval.

**6.05 LICENSE REQUIRED-**Bidder must hold a current license to conduct the scope of work through the State of Texas Fire Marshal's Office.

**Copies of the certificates and license number must be submitted with bid proposal. Failure to provide copy of license list and information sufficient to determine contractor's eligibility to perform this work may be cause for declaration of bid as non-responsive.**

**6.06 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.

**6.07 PERMITS:** It shall be the responsibility of the Contractor to comply with City ordinances by securing any necessary permits. The City shall waive any fees involved in securing city permits.

**6.08 SUBSTITUTIONS:** NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall be fully certified as per Section 6.05 of this bid document.

**6.09 WORKMANSHIP AND INSPECTION:** All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The City may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the City. Further, the City may, from time to time, make inspections of the work performed under the Contract. Any inspection by the City does not relieve the Contractor of any responsibility in meeting the Contract requirements.

**6.10 CLEANING UP:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

**6.11 DOCUMENTATION:** The Contractor shall provide detailed inspection reports annually, in addition, they shall be available to the City upon request. Certification letters for each system inspected and tested must be provided to the City after each inspection. Contractor shall maintain a spreadsheet for each group documenting each the type of suppression system by facility, notating location and expiration dates.

**6.12 INVOICING AND PAYMENT:** Upon delivery and acceptance of work, or at the end of each calendar month, the Contractor shall submit a proper invoice detailing the appropriate work, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed. Invoices shall be submitted to:

City of Longview Department (specified on bid response sheet)  
City of Longview  
PO Box 1952  
Longview, TX 75606

All such invoices will be paid within thirty (30) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

Separate invoices shall be sent for each department referenced on the bid responses sheet. Fire Extinguishers shall be billed according to building.

**SECTION V - BID RESPONSE**

Successful bidder agrees to provide Fire Suppression System work as described in Section IV, Scope of Work for prices stated below. The systems shown are estimates only and in no way are binding upon the City of Longview. 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 systems to be inspected). Vendors are not required to bid all groups. If you choose not to bid a particular group please write "No Bid" under total price. Quantities listed are an estimate only. The City does not guarantee any specific amounts under this contract.

<b>Group – 1 ALARM SYSTEMS</b>					
<b>ITEM</b>	<b>LOCATION</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>TOTAL COST FOR ANNUAL INSPECTION</b>
1.	City of Longview Public Works 933 Mobile Dr.	Firelite MS-9200UDLS Approximately 4 Sprinkler Risers, 5-10 Smoke Detectors, 15 Audio Visuals, and 10 Manual Pull Stations	Lump Sum	1	\$
2.	City Hall 300 W. Cotton	Firelite MS 10UD, Approximately 25 Smoke Detectors, 5 Manual Pull Stations, 36 Audio Visuals , and 1 Heat Detector	Lump Sum	1	\$
3.	Police Department 302 W. Cotton	ADT Unimode 10, Approximately 6 Smoke Detectors, 6 Pull Stations, 37 Audio Visuals	Lump Sum	1	\$
4.	Police CID 342 W. Cotton	Ademco Visda Approximately 6 smoke detectors, 2 manual pull stations, and 3 audio visuals	Lump Sum	1	\$
5.	Library 222 W. Cotton	Firelite MS 10UD, Approximately 15 Smoke Detectors, 6 Manual Pull Stations, and 8 Audio Visuals	Lump Sum	1	\$
6.	Maude Cobb Convention Center 100 Grand Blvd.	Simplex 4100 U, 21 Smoke Detectors, 12 Duct Detectors, 10 Manual Pull Stations, 1 Ansul, 1 Sprinkler Riser, 31 Visual Strobes, and 35 Speaker Strobes	Lump Sum	1	\$
7.	Exhibit Building 1123 Jaycee Dr.	MS-9200 UDLS, Approximately 28 smoke detectors, 5 heat detectors, 12 manual pull stations, and 23 speaker strobes	Lump Sum	1	\$
8.	Water Treatment 2091 FM 1844	(5) Ms-4424B Approximately 9 Heat Detectors, 9 Audio Visuals, 5 Smoke Detectors, and 7 pull Stations	Lump Sum	1	\$
9.	Fire Station #4 711 George Richey Rd.	FireLite MS -9050UD Approximately 20 Smoke Detectors, 10 Pull Stations, 1 Ansul Connection, 1 Flow and 1 tamper	Lump Sum	1	\$
10.	Fire Station # 3 1133 E Birdsong	FireLite MS-905UD Approximately 20 Smoke Detector, 6 pull stations, 38 audio visuals, 1 Ansul, 1 flow, 1 tamper	Lump Sum	1	\$
11.	Fire Station #2 708 N. Eastman Rd.	Potter PFC-6030 Approximately 4 Smoke Detectors, 3 Pull Stations, 1 Ansul Connection, 1 Flow 1 Tamper, 31 Audio Visuals	Lump Sum	1	\$
12.	Training Center 411 American Legion Blvd	MS-540 Approximately 4 Smoke Detectors, 2 heat detectors, 7 pull stations, 1 Ansul connection, and 15 audio visuals	Lump Sum	1	\$
13.	Fire Station # 6 2808 McCann Rd.	MS -9050UD Approximately 20 smoke detectors, 10 pull stations, 19 audio visuals, 1 Ansul connection, 1 flow, and 1 tamper	Lump Sum	1	\$
14.	Broughton Recreation Center-801 MLK Blvd	FireLite MS-905UD, 17 Audio Visual Indicators, 11 Smoke Detectors, 4 pull stations	Lump Sum	1	\$
15.	Animal Shelter 303 H G Mosley Parkway	Honeywell Firelite ES-200X with 10 duct smoke detectors, 11 shut down relays, 1 water flow, 1 water tamper, 8 manual pulls, 35 photo smoke detectors, 4 heat detectors, and 1 beam smoke detector	Lump Sum	1	\$
<b>TOTAL ANNUAL BID:</b>					\$

\*NOTE: QUANTITIES LISTED IN DESCRIPTION COLUMN ARE ESTIMATES ONLY\*

<b>Group – 2 FIRE EXTINGUISHERS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>UNIT COST (\$)</b>	<b>TOTAL ANNUAL INSPECTION COST (\$)</b> <i>(Estimated Annual Quantity x Unit Cost)</i>
1.	Inspection Fee per facility	EA	14	\$	\$
2.	2-1/2 lb. Hydrostatic Cylinder Testing	EA	95	\$	\$
3.	5 lb. Hydrostatic Cylinder Testing	EA	257	\$	\$
4.	10 lb. Hydrostatic Cylinder Testing	EA	84	\$	\$
5.	20 lb. Hydrostatic Cylinder Testing	EA	69	\$	\$
6.	2-1/2 lb. ABC Recharge	EA	95	\$	\$
7.	5 lb. ABC Recharge	EA	257	\$	\$
8.	10 lb. ABC Recharge	EA	84	\$	\$
9.	20 lb. ABC Recharge	EA	69	\$	\$
10.	CO2 Recharge	EA	16	\$	\$
11.	H2O Recharge	EA	18	\$	\$
12.	K Recharge	EA	14	\$	\$
<b>TOTAL ANNUAL BID:</b>					\$

**\*\*NOTE: ESTIMATED QUANTITIES WITH LOCATIONS CAN BE FOUND ON PAGE 10\*\***

**\*\* Multiply Estimated Annual Quantity by Unit Cost to get Total Annual Inspection Cost. Add the Total Annual Inspection Cost Column to get the Total Annual Bid.**

**SUBMITTALS:** Please submit the following items with bid.

- \_\_\_ 3 References
- \_\_\_ All pages of this document properly filled out with appropriate signatures
- \_\_\_ Copies of the certificates and license number (per section 6.05, page 11)
- \_\_\_ Insurance Certificates

CONTACT NAME AND NUMBER FOR NORMAL WORKING HOURS MONDAY –FRIDAY 8:00am to 5:00pm

\_\_\_\_\_

CONTACT NAME AND NUMBER FOR AFTER HOURS

\_\_\_\_\_

I hereby certify that the above material, service, or supply offered meets all the requirements of these specifications and hereby accept the provisions of the terms and conditions of these specifications. Further, in submitting this bid, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any agreement with any company, firm or person concerning the pricing of the enclosed bid.

**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

## 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 II  
BID AFFIDAVIT**

All pages in the 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 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 offeror or other persons engaged in the same line of business prior to the official receipt of this bid. 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 III

CITY OF LONGVIEW
House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned
representative of \_\_\_\_\_ (Company or Business name)

\_\_\_\_\_ (hereafter referred to as 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 named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means 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; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership,
joint venture, limited partnership, limited liability partnership, or any limited liability company,
including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those
entities or business associations that exist to make a profit.

DATE \_\_\_\_\_

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

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared
\_\_\_\_\_, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT IV

### 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

[www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<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

# FORM CIQ

For vendor doing business with local governmental entity

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.