



Purchasing Division  
P.O. Box 1952  
Longview, Texas 75606  
903-237-1324

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**BID COVER SHEET**

**INVITATION TO BID:**

**1819-48 SALE OF LAND: GREGG COUNTY APPRAISAL DISTRICT (GCAD) PARCEL #34751**

Receipt of Bids Closing Time: June 26, 2019, 2:00 p.m.

Bid Opening Time: 2:00 p.m.

Bid Opening Location: 300 West Cotton Street, Longview, Texas

For Information Contact: Jaye Latch, [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov) , 903-237-1324

Attention: Showing of the property will be conducted by appointment only.

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**Submittals: To be responsive the following items are required to be submitted with the bid.**

- 1. Bid Invitation Cover Sheet**
  - 2. Bid Response Form**
  - 3. Cashier's Check (1% of Bid)**
  - 4. Conflict of Interest Questionnaire**
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The undersigned agrees, if this bid offer is the highest bid, to fully comply in strict accordance with the invitation, bid, and provisions of City of Longview bid processing.

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

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

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

Date: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

# 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**

**BID No. 1819-48**

**SALE OF LAND: GCAD PARCEL # 34751**

**BID OPENING: JUNE 26, 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:**

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**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**

## INSTRUCTIONS FOR BIDDERS

### I. NOTICE OF SALE OF PROPERTY

Sealed bids addressed to the City Council of the City of Longview for the purchase of **Gregg County Appraisal District (GCAD) Parcel #34751 located on East Cotton Street** will be accepted in the City of Longview Purchasing Office, 300 West Cotton, Longview, Texas until **2:00 p.m., June 26, 2019**. This Property is listed as **.2812 acres, more or less**, as follows:

**Lot 24A, NCB 615, Longview Jordan Acreage (Center 50' Lt 24)  
Longview, Gregg County, Texas**

The highest bid will be presented to the City Council for review and approval at regular meeting within approximately 60 days of the opening of bids. On notification of award, the selected buyer will be required to close within 60 days.

The City Council reserves the right to reject any or all bids. The City of Longview will provide a Deed without Warranty. The City will not provide Title Insurance or a current survey of the property. This property is located within the City of Longview. Property is subject to all code and building requirements of the City of Longview. The property is sold "as is."

City assumes no liability for anyone on the property, whether before or after the conveyance of title and ownership. All bids must be submitted on the "Bid Response Form" and shall be sealed in envelopes with marking "Sealed Bid #1819-48 Sale of **GCAD Parcel #34751**." Only properly sealed and marked bids will be accepted. A label is provided on page 2 of this bid document.

Bid forms and instructions may be obtained from the City of Longview by contacting the City of Longview Purchasing Office. Bid information is also available on the City's website: [LongviewTexas.gov/Bids](http://LongviewTexas.gov/Bids). Questions may be directed to Jaye Latch, Purchasing Manager at (903) 237-1324.

### II. FACTS REGARDING PROPERTY OFFERED FOR SALE

Each potential purchaser must carefully read the information presented and evaluate the facts in light of the anticipated use of the property. These important facts regarding the property offered for sale should be considered:

- (1) Purchasers will receive a Deed without Warranty from the City of Longview. If the property is held in trust, the purchasers will received a Deed without Warranty from the City of Longview with the City as a Trustee. A deed Without Warranty has no Warranty, either expressed or implied. This land and improvements are sold without express or implied warranty of any kind; and all warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.
- (2) The City of Longview will provide no Title Insurance. Since the purchaser will receive only a Deed without Warranty, Title Insurance may be difficult to obtain.
- (3) If a survey or related information is needed, the purchaser must contract an outside agent and pay all costs associated with the survey.
- (4) The property is sold subject to any remaining right of redemption.
- (5) The property is offered for bid and will be conveyed, "As Is." Property is subject to the platting and zoning requirements of the City of Longview, as well as all other applicable federal, state, and local laws (including all other applicable city ordinances).

- (6) No oral guarantee or assurance concerning the property has been made, and furthermore, no City employee is authorized to make any guarantee or assurance. Bidders are cautioned to investigate the property thoroughly before submitting a bid.
- (7) Bids may not 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 to guarantee authenticity.
- (8) A bid may not be withdrawn or canceled by the bidder without the permission of the City of Longview for a period of ninety (90) days following the date designated for the receipt of bids, and the bidder so agrees upon submission of bid.
- (9) No public official, employee, or agent of the City shall have any interest in this property that violates federal or state law, including without limitation the provisions of Texas Government Code Chapter 171.
- (10) This is a sale of the surface rights only, and the city may reserve any and all mineral rights associated with the property described in this invitation to bid.
- (11) The most recent evaluation by the Gregg County Appraisal District (assessed value) is \$4,750.00.
- (12) Maps are included in this bid package for your convenience.

### III. RULES FOR BIDDING

These rules for tending a bid on the property offered for sale will be enforced. Any deviation from these rules could result in the disqualification of the bidder or the rejection of your bid.

- (1) All bids must be submitted to the **City of Longview Purchasing Office at 300 West Cotton, Longview, Texas**, prior to bid opening time. Bids may be mailed or hand delivered. Bids mailed must be mailed to **City of Longview Purchasing Office, P.O. Box 1952, Longview, Texas 75606**. Facsimile Transmittals or Electronic Submissions WILL NOT BE ACCEPTED.
- (2) All bids must be in a sealed envelope with the bid number on the outside of the envelope. Please use label on page 2 of this bid package.
- (3) All bids must be submitted on the official bid response form. The bidder must supply all the information requested on the bid response form to be valid.
- (4) The City Council of the City of Longview reserves the right to review and consider each bid and to award the property to the bidder submitting the bid it deems acceptable.
- (5) All bids must be submitted by closing date and time. No bids will be accepted after that 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.
- (6) Bids will be opened in a public meeting at the Purchasing Division Offices.
- (7) The bidders must submit a payment of one (1) percent offered as earnest money with their bid. This payment must be in the form of a cashier's check made payable to the City of Longview and included with the bid. The cashier's check shall be returned to each unsuccessful bidder upon final acceptance and execution of land sale. Earnest money from successful bidder shall be applied toward final payment of land sale.
- (8) Conflicts of Interest will be subject to the provisions of Chapter 176 of the Texas Local Government Code. Bidders are required to fill out the attached Conflicts of Interest Questionnaire.
- (9) The bidder agrees to 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 bidder under this contract. The City assumes no liability for anyone on the property.
- (10) 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, guaranteeing

authenticity. 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 bids shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening.

- (11) The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded to the responsive bidder who submits the highest and best bid based on the specifications published herein. The highest bid will be submitted to the City Council for approval at the first feasible meeting after bids are opened. The City reserves the right to accept or reject any or all bids.
- (12) No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes to the contract must be in writing by the City of Longview.
- (13) Bidders taking exception to the specifications shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions, and the bidder shall be held 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.
- (14) Any reference used in bid specifications is descriptive and accurate to the best of the City of Longview's knowledge. Descriptions are not intended to warranty any items. **PROPERTY OFFERED FOR BID IS SOLD AS IS.**
- (15) Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Manager. Addenda will be emailed to all who are known to have received a copy of this Invitation to Bid. Addenda will also be posted on the City of Longview website: [LongviewTexas.gov/Bids](http://LongviewTexas.gov/Bids). It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this invitation to bid. Bidders shall acknowledge receipt of all addenda.
- (16) **BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Bidder shall provide completed and signed Bid Cover Form, completed and signed Bid Response Form, Conflict of Interest, cashier's check (1% of Bid). Failure to provide information specifically requested may result in rejection of your bid. 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 may be declared and all the successful bidder's rights shall terminate and bidder shall forfeit any deposits. 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.
- (17) Any notice provided by this bid (or required by law) 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 that this contract shall not be construed to prevent the giving of actual notice in any other manner.
- (18) Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between the City of Longview and the successful bidder.
- (19) 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 any action arising hereunder shall be exclusively in Gregg County, Texas, for state law actions and in the Eastern District of Texas, Tyler Division, for actions arising under federal law.
- (20) The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written consent of the City of Longview.

**BID RESPONSE FORM**

**CITY OF LONGVIEW**

**(Offer to Purchase)**

City Council  
City of Longview  
Longview, Texas

The undersigned hereby acknowledges that (s)he has been provided with a copy of the Instructions to bidders, that (s)he has read and understands the information contained therein, and that in compliance with the Instructions to Bidders, (s)he proposes to purchase the following described properties for the amounts indicated.

Legal Description:

**Lot 24A, NCB 615, Longview Jordan Acreage (Center 50' Lt 24)  
Longview, Gregg County, Texas**

I hereby agree (should I be awarded the bid) to purchase property described in this Invitation to Bid for amount listed below:

Bid Amount: \$ \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print or type): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Title Information: Name and address as you wish it to appear on a Deed without Warranty

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

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

City, State, and Zip: \_\_\_\_\_

**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:

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(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:

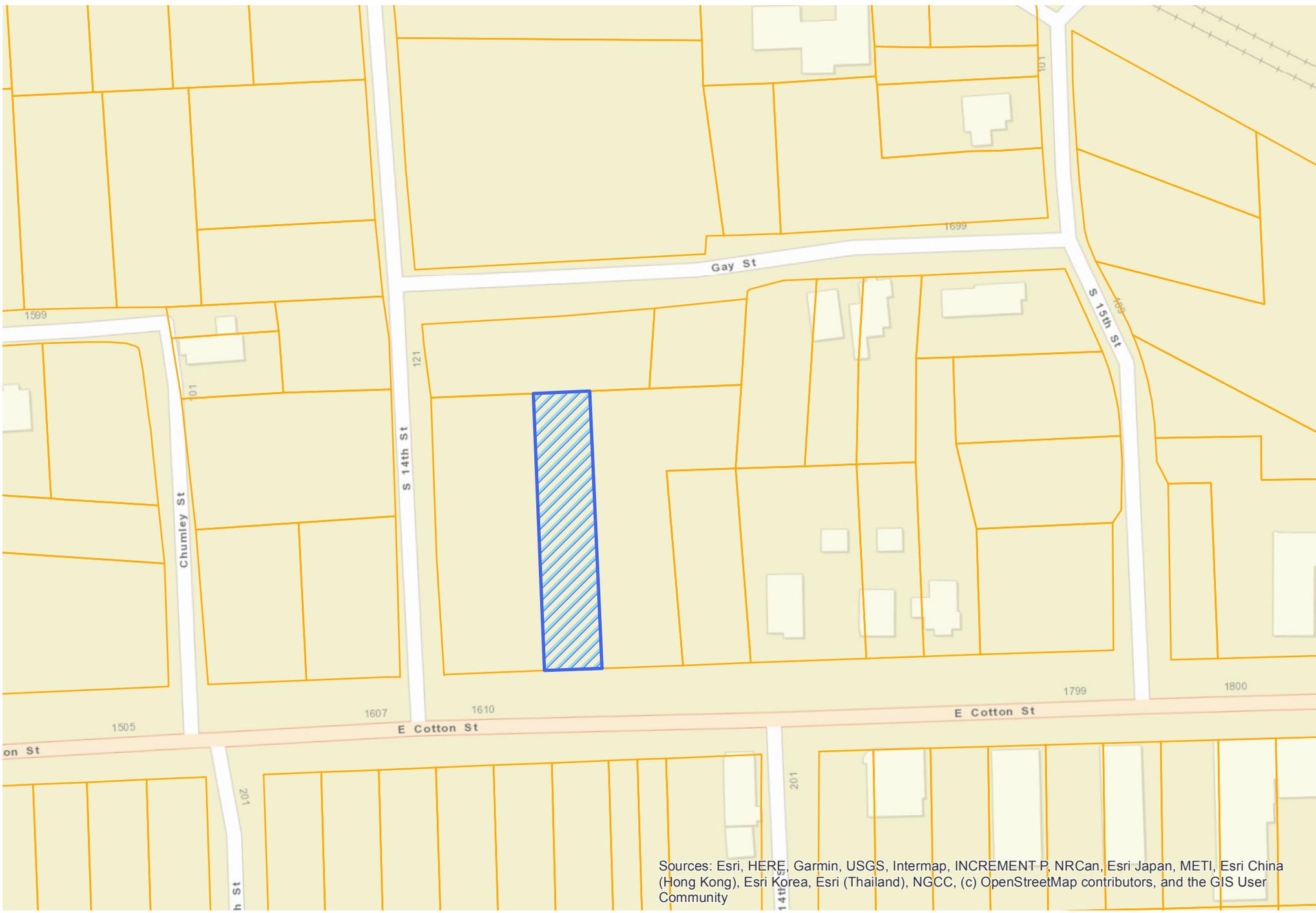
(1) the date that the vendor:

- (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.





Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community





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# East Cotton Street GCAD Parcel #34751

