



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

Sealed bids will be received no later than: 2:00 P.M., August 19, 2020

MARK ENVELOPE: BID NO. 1920-45, STREET PAINTING SERVICES

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.

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

STREET PAINTING SERVICES

BID No. 1920-45

BID OPENING: August 19, 2020 @ 2:00 P.M. CST

For Information Contact:

Jaye Latch
(903) 237-1324
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:

STREET PAINTING SERVICES

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 TRANSMITTALS OR ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.***

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

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

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

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

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

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder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

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

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

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

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

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

2.13 A PRICE adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, 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/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. 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 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 will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

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

2.47 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to purchasing@longviewtexas.gov. 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 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, and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print, sign and notarize Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.
4. The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

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

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

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

SECTION III - SPECIAL PROVISIONS

3.00 CONTRACT DOCUMENTS: The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, Signed Agreement, Performance and Payment Bonds, General Conditions of the Agreement, Plans, Technical Specifications, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement

3.01 PERFORMANCE & PAYMENT BONDS: Performance and Payment Bonds are required for this contract. Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal as listed.

Performance & Payment bonds shall be issued in the City of Longview format provided in Attachments I & II of this bid document.

3.02 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.

3.03 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

SECTION IV-TECHNICAL SPECIFICATIONS

The purpose of this specification is to secure bids for Street Painting Services. Street painting shall be performed on an annual basis on a four year rotation as per Attachment VII, City of Longview Street Painting Schedule, contained in this document. City of Longview will issue a work order to begin annually. Vendor must begin within 30 days of notification. **Annual street painting shall be completed no later than 120 days following notification to begin work. Failure to meet the above stated time line may result in termination of contract.**

The term of the awarded contract is one year. The City 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. Close to the end of a one year term, if work performed is satisfactory to City of Longview, a one year renewal option will be offered by the City of Longview to the awarded contractor. Once the awarded contractor accepts the renewal, a purchase order will be issued for that upcoming year. The mutual obligation is for one year at a time.

City of Longview is in the second year of a four (4) year program. The first term of this contract will start with year two (2) on the attached City of Longview Street Painting Schedule (Attachment VII). Notice to proceed for the first year of this contract will be issued after October 1, 2020. The first renewal of this contract will start on year three (3) of the four (4) year program.

Per TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

ITEM 666

REFLECTORIZED PAVEMENT MARKINGS

666.1 Description. Furnish and place reflectorized pavement markings.

666.2 Materials.

- A. Type I Marking Materials.** Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."
- B. Type II Marking Materials.** Furnish in accordance with DMS-8200, "Traffic Paint."
- C. Glass Traffic Beads.** Furnish drop-on glass beads conforming to DMS-8290, "Glass Traffic Beads."
 - 1. Type I Markings.** Furnish Type III drop-on glass beads. Furnish Type II or double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), only when specified in the plans. When furnishing a double-drop system, apply the Type III beads before applying the Type II beads.
 - 2. Type II Markings.** Furnish Type III drop-on glass beads or other beads specified on the plans.
- D. Labeling.** Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

666.3 Equipment.

A. General Requirements. Use equipment that:

- is maintained in satisfactory condition,
- meets or exceeds the requirements of the National Board of Fire Underwriters and the RRC for this application,
- uses an automatic bead dispenser attached to the pavement marking equipment, and
- can provide continuous mixing and agitation of the pavement marking material.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

B. Material Placement Requirements. Use equipment that can place:

- at least 40,000 ft. of 4-in. solid or broken markings per day at the specified thickness;
- linear markings up to 8 in. wide in a single pass;
- markings other than solid or broken lines;
- a center-line and no-passing barrier-line configuration consisting of 1 broken line with 2 solid lines at the same time to the alignment, spacing, and thickness shown on the plans, for the 3-line application;
- white line from both sides;
- lines with clean edges, uniform cross section and thickness, and reasonable square ends;
- skip lines between 10 and 10-1/2 ft., an approximate stripe-to-gap ratio of 1 to 3, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double drop bead applications using both Type II and Type III beads from separate independent bead applicators, if double-drop bead application is used.

666.4 Construction. Place markings before opening to traffic unless short-term or work zone markings are allowed.

A. General. Obtain approval for the sequence of work and estimated daily production. On roadways already open to traffic, place markings with minimal interference to the operations of that roadway. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- Type I Marking Application – Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.

- Type II Marking Application – Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of Tex-828-B,
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross section and thickness,
- with clean and reasonable square ends,
- that are reflectorized, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated in the plans or as stated in the specifications at the Contractor's expense in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

B. Surface Preparation. Unless otherwise shown on the plans, prepare surfaces in accordance with this section.

- 1. Cleaning for New Asphalt Surfaces and Retracing of All Surfaces.** For new asphalt surfaces (less than 3 years old) and retracing of all surfaces, air-blast or broom the pavement surface to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.
- 2. Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing).** For old asphalt surfaces (more than 3 years old) and all concrete surfaces, clean in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.
- 3. Sealer for Type I Markings.** For asphalt surfaces more than 3 years old or for concrete, apply a pavement sealer before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. When the sealer becomes dirty after placement, clean by washing or in accordance with Section 666.4.B.1, "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

C. Application. Apply marking during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required.

- 1. Type I Markings.** Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. If during a spray application, operations cease for 5 min. or longer, flush the spray head by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavements passing the moisture test described in Section 666.4.A, "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

Apply Type I markings with a minimum thickness of:

- 0.100 in. (100mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Surface Treatments," or Item 318, "Hot Asphalt-Rubber Surface Treatments,"
- 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
- 0.090 in. (90 mils) for all other Type I Markings.

The maximum thickness for Type I markings is 0.180 in. (180 mils). Measure thickness for markings in accordance with Tex-854-B using the tape method.

- 2. Type II Markings.** Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.
- 3. Bead Coverage.** For Type I and Type II markings, provide a uniform distribution of beads across the surface of the stripe, with 40 to 60% bead embedment.

D. Performance Period. All markings and replacement markings must meet the requirement of Tex-828-B for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification.

666.5 Measurement. This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

666.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified or "Reflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified as applicable. This price is full

compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this Item.

Work-zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

The engineers estimate for Street Painting is approximately \$75,000.00 annually. There will typically be only one work order given each year, and the typical call out will be as listed in Attachment VII, City of Longview Street Painting Schedule, included in the bid. The Street Painting Schedule (Attachment VII) sheet is divided into 4 years. This is a 4 year rotation. The work schedule will begin again with year 1 listed in the spreadsheet after the fourth year of this contract.

ITEM 678

PAVEMENT SURFACE PREPARATION FOR MARKINGS

678.1. Description. Prepare pavement surface areas before placement of pavement markings and raised pavement markers. Item 677, "Eliminating Existing Pavement Markings or Markers," governs complete removal of existing markings.

678.2. Materials. Use a commercial abrasive-blasting medium capable of producing the specified surface cleanliness. Use potable water, when water is required.

678.3. Equipment. Furnish and maintain equipment in good working condition. Use moisture and oil traps in air compression equipment to remove all contaminants from the blasting air and prevent the deposition of moisture, oil, or other contaminants on the roadway surface.

678.4. Construction. Prepare pavement surface of sufficient area for the pavement markings or raised pavement markers shown on the plans. Remove all contamination and loose material. Avoid damaging the pavement surface. When existing pavement markings are present, remove loose and flaking material. Approved pavement surface preparation methods are sweeping, air blasting, flail milling, and blast cleaning unless otherwise specified on the plans.

For concrete pavement surfaces, in addition to the above, air blast after the removal of contamination or existing material and just prior to placing the stripe. Perform the air blasting with a compressor that is capable of generating compressed air at a minimum of 150 cfm and 100 psi using 5/16-in. or larger hosing for the air blast.

Contaminants up to 0.5 sq. in. may remain if they are not removed by the

following test, performed just before application of markings:

- Step 1.** Air-blast the surface to be tested, to simulate blasting during application of markings.
- Step 2.** Firmly press a 10-in.-long, 2-in.-wide strip of monofilament tape onto the surface, leaving approximately 2 in. free.
- Step 3.** Grasp the free end and remove the tape with a sharp pull.

678.5. Measurement. This Item will be measured by the foot for each width specified; by each word, shape, or symbol; or by any other unit except lump sum.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

678.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Surface Preparation for Markings" of the type and width as applicable. This price is full compensation for the cleaning method used, and equipment, materials, tools, labor, and incidentals.

Note: The actual stripe installed will be measured for payment. The 30' design gap will not qualify for payment.

SECTION V - BID RESPONSE

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total unit prices stated below. Quantities are estimates only. The City does not guarantee any specific amounts either minimum or maximums. Estimated quantity listed below is for year two (2) as listed on Attachment VII, City of Longview Street Painting Schedule. The first year of this contract will begin with year two.

The successful bidder will furnish all equipment, labor, fuel and material necessary for street painting processes. The City of Longview will not be responsible for damage to equipment or replacement of parts. Prices bid must be all inclusive. "All inclusive" shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred. No separate line item rates or charges will be accepted.

City of Longview is in the second year of a four (4) year program. The first term of this contract will start with year two (2) on the attached Street Painting Schedule (Attachment VII). Estimated quantities listed below are year two (2) estimates. These estimates are for bid evaluation purposes only. The City does not guarantee any specific amounts. Notice to proceed will be issued after October 1, 2020. The first renewal of this contract will start on year three (3) of the four (4) year program.

All Traffic Control is the responsibility of the contractor and must comply with the TxMUTCD and Work Zone Traffic Control. Also, this work will be considered subsidiary to the painting items in the Bid Response.

ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	EXTENSION PRICE
666-1	Reflective Pavement Markings Type II Paint White 4" (Broken)	LF	148778	\$	\$
666-2	Reflective Pavement Markings Type II Paint White 4" (Solid)	LF	64132	\$	\$
666-3	Reflective Pavement Markings Type II Paint Yellow 4" (Broken)	LF	51334	\$	\$
666-4	Reflective Pavement Markings Type II Paint Yellow 4" (Solid)	LF	229818	\$	\$
	Performance Bond & Payment Bond	LS	1		\$
				Total:	\$

Deliverables:

All pages of this Bid Invitation: _____

Copy of current insurance Certificate: _____

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

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
PAYMENT BOND

STATE OF TEXAS
COUNTY OF GREGG

KNOW ALL MEN BY THESE PRESENTS: That _____
of the City of _____ County of _____, and State of _____
, as principal, and _____ authorized under the
laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Longview,
Texas (Owner), in the penal sum of: _____
_____ Dollars (\$ _____) for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the
day of _____, 20____, to construct

(INSERT PROJECT NAME HERE)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all
claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said
contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas
Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of
said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the
terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the
same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

PB-3

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20____.

Principal

By _____

Title _____

Address _____

Surety

By _____

Title _____

Address _____

The name and address of the Resident Agent of Surety is: _____

ATTACHMENT II
PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF GREGG

KNOW ALL MEN BY THESE PRESENTS: That _____ of the
City of _____ County of _____, and State of
, _____ as _____ principal, _____ and
_____ authorized under the laws of the State
of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Longview,
Texas (Owner), in the penal sum of: _____

_____ Dollars
(\$ _____) for the payment whereof, the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly
and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the
day of _____, 20____, to complete

(INSERT PROJECT NAME HERE)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and
perform all and singular the covenants, conditions and agreements in and by said contract agreed and
covenanted by the Principal to be observed and performed, and according to the true intent and meaning
of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void;
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code, as amended, and all liabilities on this bond shall be determined in
accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or
drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or
to the work to be performed thereunder.

PB-1

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of _____, 20____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is: _____

ATTACHMENT III

REFERENCES

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

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or similar product/service.

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Dates of Service _____

Number of facilities _____

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Dates of Service _____

Number of facilities _____

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Dates of Service _____

Number of facilities _____

ATTACHMENT IV
BID AFFIDAVIT

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

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

STATE OF _____ COUNTY OF _____

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

"I, _____, am a duly authorized officer of/agent for _____
and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

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

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

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

Name and Address of offerer:

_____ Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on this the _____ day of, 20_____
(name of Notary)

Notary Public in and for the State of _____

ATTACHMENT V
City of Longview
House Bill 89 Verification

Pursuant to Section 2270.002 of the Texas Government Code, the City of Longview is prohibited from entering a contract for goods or services unless the contract contains a written verification from the vendor that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The statute defines the phrase "boycott Israel" to mean, "...refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

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

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

Claim an Exemption

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

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

Verification that the Company Does Not Boycott Israel

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

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

ATTACHMENT VI

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

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

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

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

Please remit the CIQ form with your bid.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE

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.

**ATTACHMENT VII
CITY OF LONGVIEW STREET PAINTING SCHEDULE**

YEAR 1					ITEM	ITEM	ITEM	ITEM 666-
YEAR	SECTION	STREET NAMES	FROM	TO	666-1	666-2	666-3	4
1	1	PLILER PRECISE	OLD MCCANN	CITY LIMIT		17,796		17796
1	2	AIRLINE RD.	HAWKINS	LOOP 281	3,664			3664
1	3		LOOP 281	HOLLYBROOK		7,370		7370
1	4	HAWKINS	TRYON	HWY 259	1,910		2,310	4600
1	5		HWY 259	BILL OWENS PKWY	32,044			32044
1	6		BILL OWENS PKWY	BILL OWENS PKWY	1,100		1,100	1100
1	7		BILL OWENS PKWY	SANDY CREEK DR.	2,828			2828
1	8		SANDY CREEK DR.	SANDY CREEK DR.	1,110		1,110	1110
1	9		SANDY CREEK DR.	GILMER RD.	6,228			6228
1	10		GILMER RD.	GILMER RD.	470		470	470
1	11	TUTTLE BLVD	LOOP 281	HAWKINS	2,916			2916
1	12	HERITAGE	HAWKINS	GILMER RD.	9,668			9668
1	13	DUNDEE	PINE TREE	GILMER RD.		9,098		9098
1	14		GILMER RD.	GILMER RD.			350	350
1	15	TALLPINES	JUDSON	HORSESHOE				2222
1	16	TOLER	FAIRMONT	GILMER RD.		9,824		9824
1	17	BILL OWENS	HWY 80	E FAIRMONT ST	9,006			9006
1	18		E FAIRMONT ST	E FAIRMONT ST	1,240		1,240	1240
1	19		E FAIRMONT ST	H.G. MOSLEY PKWY	5,616			5616
1	20		H.G. MOSLEY PKWY	H.G. MOSLEY PKWY	1,400		1,400	1400
1	21		H.G. MOSLEY PKWY	W LOOP 281	7,752			7752
1	22		W LOOP 281	W LOOP 281	1,200		1,200	1200
1	23		W LOOP 281	W HAWKINS PKWY	12,872			12872
1	24		W HAWKINS PKWY	W HAWKINS PKWY	1,320		1,320	1320
1	25		W HAWKINS PKWY	SPRING HILL RD.	4,968			4968
1	26	PEGUES	JUDSON	SEVENTH				6602
1	27	JOHNSTON	JUDSON	WEST				2608
1	28	HG MOSLEY	JUDSON	LOOP 281	39,404		39,404	39404
1	29	FAIRMONT	MCCANN	MCCANN			300	300
1	30		MCCANN	PRINCETON AV				5270
1	31		PRINCETON AV	BILL OWENS PKWY	1,536			1536
1	32		BILL OWENS PKWY	BILL OWENS PKWY	640		640	640
1	33		BILL OWENS PKWY	GILMER RD.	3,124			3124
1	34		GILMER RD.	GILMER RD.	640		640	640
1	35		GILMER RD.	GILMER RD.			800	800
1	36		GILMER RD.	H.G. MOSLEY PKWY				2460
1	37		H.G. MOSLEY PKWY	LOOP 281			10,730	10730
1	38	SHOFNER	LOOP 281	PINE TREE RD.			3,046	3046
TOTAL YEAR 1					152,656	44,088	66,060	233822

YEAR 2					ITEM	ITEM	ITEM	ITEM 666-
YEAR	SECTION	STREET NAMES	FROM	TO	666-1	666-2	666-3	4
2	39	SILVER FALLS	PINE TREE	BIRCH DR	4,968			4968
2	40		BIRCH DR	WHIFFLETREE DR				176
2	41		WHIFFLETREE DR	HWY 80		8,638		8638
2	42		HWY 80	HWY 80			300	300
2	43	OLD HWY 80	HWY 80	WHATLEY ROAD		9,686		9686
2	44	BIRCH	PINE TREE	SILVER FALLS			4,850	4850
2	45	FISHER	HWY 80	HARRISON RD.	11,388			11388
2	46	ENTERPRISE	HWY 80	LOOP 281	5,770			5770
2	47	MCCANN	SPUR 63	SPRING HILL RD.		2,888		2888
2	48	SPRING HILL RD.	GILMER RD.	SPRING HILL PKWY			5,080	5080
2	49		SPRING HILL PKWY	SPRING HILL PKWY		1,540		1540
2	50		SPRING HILL PKWY	MYERS ST			2,760	2760
2	51		SPRING HILL PKWY	MYERS ST		4,020		4020
2	52		MYERS ST	BILL OWENS PKWY			1,354	1354
2	53		BILL OWENS PKWY	N SPUR 63		15,762		15762
2	54		N SPUR 63	N SPUR 63			1,440	1440
2	55		N SPUR 63	JUDSON		1,498		1498
2	56	HOLLYBROOK	JUDSON	HWY 259	12,896			12896
2	57		HWY 259	LOOP 281		7,298		7298
2	58	COTTON	CITY LIMITS	CRESENT DR		12,802		12802
2	59		CRESENT DR	HWY 259			948	948
2	60		HWY 259	DAVIS ST	12,450			12450
2	61		DAVIS ST	ELECTRA ST	1,560		1,560	1560
2	62		ELECTRA ST	S CENTER ST	6,664			6664
2	63		S CENTER ST	LOOP 281	23,740		23,740	23740
2	64	INDUSTRIAL	COTTON	HWY 80	8,232			8232
2	65	WHALEY	HWY 259	METHVIN	22,804			22804
2	66	HIGH	HWY 80	HWY 80	900		900	900
2	67		HWY 80	W WHALEY ST	520			520
2	68		W WHALEY ST	W SOUTH ST	4,678		4,678	4678
2	69		W SOUTH ST	W POTTER ST	3,786			3786
2	70		W POTTER ST	W NELSON ST	1,200		1,200	1200
2	71		W NELSON ST	RICHARDSON ST	9,460			9460
2	72		RICHARDSON ST	JONES ST	1,770		1,770	1770
2	73		JONES ST	WINGATE LN	14,724			14724
2	74		WINGATE LN	S GREEN ST	754		754	754
2	75		S GREEN ST	LOOP 281	514			514
TOTAL YEAR 2					148,778	64,132	51,334	229818

YEAR 3									
YEAR	SECTION	STREET NAMES	FROM	TO	ITEM 666-1	ITEM 666-2	ITEM 666-3	ITEM 666-4	ITEM 666-4
3	76	MOBBERLY	METHVIN	PACIFIC AV	1,304				1304
3	77		PACIFIC AV	NOEL DR	5,478		5,478		5478
3	78		NOEL DR	YOUNG ST	808				808
3	79		YOUNG ST	HIGH	16,194		16,194		16194
3	80	GREEN	N. FREDONIA	HWY 80	2,518				2518
3	81		HWY 80	GROVE ST			554		554
3	82		GROVE ST	MAGRILL ST					1916
3	83		MAGRILL ST	E WHALEY ST	550				550
3	84		E WHALEY ST	BANK AL			1,294		1294
3	85		BANK AL	E TYLER ST	428				428
3	86		E TYLER ST	RR TRACKS	458		458		458
3	87		RR TRACKS	MOBBERLY AV	23,540				23540
3	88		MOBBERLY AV	ESTES		8,436			8436
3	89	YOUNG	GREEN	MOBBERLY AV					3474
3	90		MOBBERLY AV	FIFTEENTH ST	6,562				6562
3	91		FIFTEENTH ST	S EASTMAN RD	6,732		6,732		6732
3	92		S EASTMAN RD	GUM SPRINGS		1,000			1000
3	93	BIRDSONG	HWY 259	S GREEN ST					17100
3	94		S GREEN ST	S GREEN ST	800				800
3	95		S GREEN ST	FLANAGAN DR					2786
3	96		FLANAGAN DR	LOOP 281	11,256				11256
3	97	MLK	JOURNAL	RYDER DR	33,482				33482
3	98		RYDER DR	ESTES		3,448			3448
3	99	AMERICAN LEGION	WHALEY	HWY 80		3,368			3368
3	100	PAGE	ALPINE	DELIA		14,168			14168
3	101	MONA	DELIA - HWY 80 TO PAGE RD.	LOOP 281		5,624			5624
3	102	GREGG TEX	FM 2275	GILMER RD.		20,720			20720
3	103	GRAYSTONE	MCCANN	GILMER RD.		20,104			20104
3	104	N. AIRLINE	HAWKINS	CITY LIMIT		6,096			6096
3	105	HELANE	DUNDEE	GILMER RD.		5,136			5136
3	106	BLUE RIDGE	GLILMER	BILL OWENS					14246
3	107	BALSAM	WAINWRIGHT	LOOP 281					818
3	108	EVERGREEN	EAST AT GILMER	WEST AT GILMER			764		764
3	109	REEL/VILLAGE	GILMER RD.	GILMER RD.	400				400
3	110		GILMER RD.	LOOP 281			5,810		5810
3	111		LOOP 281	LOOP 281					300
3	112	ELMIRA	SPRING HILL	GILMER RD.		2,880			2880
TOTAL YEAR 3					110,510	90,980	37,284	250,552	

YEAR 4								
YEAR	SECTION	STREET NAMES	FROM	TO	ITEM 666-1	ITEM 666-2	ITEM 666-3	ITEM 666-4
4	113	TRYON	ALPINE	HOLLYBROOK DR		16,052		16052
4	114		HOLLYBROOK DR	LOOP 281			1,930	1930
4	115	EDEN	JUDSON	JUDSON			240	240
4	116		JUDSON	FOURTH ST				7236
4	117		FOURTH ST	FOURTH ST			740	740
4	118		FOURTH ST	TRYON				6836
4	119		TRYON	ALPINE		8,276		8276
4	120	GLENCREST	PRINCETON	MCCANN RD				5994
4	121		MCCANN RD	MCCANN RD			1,080	1080
4	122		MCCANN RD	JUDSON				6142
4	123	MONTCLAIR	SMALLWOOD	JUDSON				2772
4	124		JUDSON	JUDSON			340	340
4	125	DELWOOD	JUDSON	JUDSON			340	340
4	126		JUDSON	FOURTH				7790
4	127	SCENIC	HWY 80	NORTH TO 120' SOUTH OF NIBLICK	190			190
4	128	LAKE LAMOND	JAYCEE	HWY 80		9,592		9592
4	129	FOURTH	METHVIN	HWY 80				4330
4	130		HWY 80	ADAMS ST			4,722	4722
4	131		ADAMS ST	MARC CT	4,342			4342
4	132		MARC CT	WOOD PL	1,220		1,220	1220
4	133		WOOD PL	EDEN DR	5,452			5452
4	134		EDEN DR	EDEN DR	800		800	800
4	135		EDEN DR	HOLLYBROOK DR	5,762			5762
4	136		HOLLYBROOK DR	HOLLYBROOK DR	1,200		1,200	1200
4	137		HOLLYBROOK DR	LOOP 281	5,478			5478
4	138		LOOP 281	LOOP 281	560		560	560
4	139		LOOP 281	LOOP 281				
4	140		LOOP 281	HAWKINS	3,512			3512
4	141	N.SIXTH	METHVIN	HWY 80	3,552			3552
4	142		HWY 80	FOURTH			4,186	4186
4	143	OLD MCCANN	HWY 80	SPUR 63	5,164			5164
4	144	BRAMLETTE	WIMBERLY	TO THE EAST				3220
4	145	DELIA	HWY 80	HWY 80			280	280
4	146		HWY 80	PAGE				11594
4	147	METHVIN	SIXTH	MOBBERLY AV				384
4	148		MOBBERLY AV	FIRST ST			2,498	2498
4	149		FIRST ST	FIRST ST	300			300
4	150		FIRST ST	HIGH ST			4,026	4026
4	151		HIGH ST	HWY 80	4,064			4064
4	152	TYLER	HWY 80	HORANEY ST	4,028			4028

YEAR 4 CONTINUED								
YEAR	SECTION	STREET NAMES	FROM	TO	ITEM 666-1	ITEM 666-2	ITEM 666-3	ITEM 666-4
4	153		HORANEY ST	N HIGH ST			880	880
4	154		N HIGH ST	N CENTER ST				620
4	155		N CENTER ST	N CENTER ST			360	360
4	156		N CENTER ST	N FREDONIA ST				640
4	157		N FREDONIA ST	N FREDONIA ST			360	360
4	158		N FREDONIA ST	N GREEN ST				620
4	159		N GREEN ST	N GREEN ST			680	680
4	160		N GREEN ST	FIRST ST				1746
4	161		FIRST ST	METHVIN			180	180
4	162	FREDONIOA	HWY 80	HWY 80			300	300
4	163		HWY 80	E COTTON ST				4716
4	164		E COTTON ST	E SOUTH ST			1,120	1120
4	165		E SOUTH ST	COLLEGE	1,064			1064
4	166	COLLEGE (E/W)	JUST WEST OF FREDONIA	EAST NELSON				4274
4	167	MAGNOLIA	JUDSON	MCCANN		5,390		5390
4	168	HORANEY	WHALEY	TYLER	1,610			1610
4	169	NEIMAN MARCUS	HWY 259	HWY 259	700			700
4	170		HWY 259	CITY LIMIT				8306
4	171	REEL	PINE TREE RD.	PINE TREE RD.			240	240
4	172		PINE TREE RD.	KNOBCREST DR		9,230		9230
4	173		KNOBCREST DR	RUE DE SOL.	3,720			3720
4	174	CHERYL	GILMER RD.	PINE TREE RD.				13152
4	175	MCCANN	SPRINGHILL	CITY LIMITS NORTH		18,596		18596
4	176	JAYCEE	LOOP 281	SH 31	6,386			6386
4	177	PREMIER	HWY 80	HWY 80			180	180
4	178		HWY 80	WEST HARRISON		9,156		9156
4	179	SABINE	HIGH	AUGUSTA ST				6938
4	180		AUGUSTA ST	LOOP 281			11,072	11072
4	181	LAFAMO	TENNERYVILLE	WHATLEY ROAD			12,110	12110
TOAL YEAR 4					59,104	99,474	28,462	280570
GRAND TOTAL-ALL 4 YEARS					471,048	298,674	183,140	994,762