INVITATION TO BID

NAME OF COMPANY SUBMITTING BID_____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

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

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

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

Sealed bids will be received no later than: 10:00 A.M., SEPTEMBER 18, 2020

MARK ENVELOPE: **BID NO. 2021-02, PLUMBING 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

PLUMBING SERVICES

BID No. 2021-02

BID OPENING: SEPTEMBER 18, 2020 @ 10:00 A.M. CT

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:

PLUMBING 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 (EMAIL) WILL NOT BE ACCEPTED.***

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

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

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

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

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any 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/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. 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 form 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: Pursuant to Section 2270.002 of the Texas Government Code, bidder certifies that either (i) bidder meets an exemption criteria under Section 2270.002; or (ii) bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this ITB. Bidder shall state any facts that make bidder exempt from the boycott certification in bidder's response to this ITB. 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 BID SECURITY: A bid security is not required.

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

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

b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.02 INSURANCE: All bidders and subcontractors proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful bidder and subcontractors 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 and subcontractors shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

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

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad 'Form Property Damage, Contractual Liability and Personal Injury.)

$500,000 each occurrence
$1,000,000 annual aggregate

Products and Completed Operations

$500,000 each occurrence
$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage
Combined Single Limit: $1,000,000 “CSL” each occurrence

The successful bidder and subcontractors shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a “Financial Responsibility Law”. The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

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

COPIES OF INSURANCE CERTIFICATES ARE REQUIRED WITH THE BID

SECTION IV - BID RESPONSE

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total prices listed on the document below. I agree to perform these services as directed for the units and/or lump sum prices stated below.

Plumbing Service Hourly Rate $_____

**All fees to be charged must be listed on the bid response page. **

****

Warranty period for labor/workmanship and parts shall not be less than 30 days

Submittals: To be declared responsive and receive consideration for award the following items must by submitted with the bid;

_____ **All pages of this document**

_____ **Insurance certificates**

_____ **References (3)**

_____ **Copies of all applicable Licenses (Page 14 Section 6.05)**

_____ **Bid Affidavit**

CONTACT INFORMATION:

Normal Working Hours: 8:00-5:00 Monday-Friday

Name_____Telephone number: _____

Emergency Calls/Outside normal working hours

Name_____Telephone number: _____

Pager number: _____

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

NAME_____TITLE_____

SIGNED _____

COMPANY_____

ADDRESS _____

_____

PHONE_____FAX_____

EMAIL_____

SECTION V - SCOPE OF WORK

5.00: The intent of this Invitation to Bid (ITB) is to award a contract to supply plumbing services on an "as needed" basis for routine repairs, maintenance and special projects (as designated) for the City of Longview Facilities. Specific jobs are not outlined or described herein. During the contract period, the successful contractor shall be available for any Plumbing jobs required by the City. The contractor should have a flexible organization capable of performing multiple assignments simultaneously for emergency and non-emergency calls. In the event that multiple (more than 2) emergency repairs are needed and contractor cannot respond on a timely basis to adequately resolve all issues, City of Longview reserves the right to contact a secondary vendor to address the most critical emergencies at hand. The contractor must be proficient in maintaining and installing a wide variety of brand name equipment and systems. Successful contractor must have all necessary equipment available at all times. City of Longview representative has final approval of all parts/equipment to be purchased. The contract is expected to start approximately November 10, 2020.

This is an annual requirements style agreement. Services provided will be on an as needed basis. The City does not guarantee any specific amounts either minimum or maximums. **This contract does not apply to any jobs totaling more than $5,000.00. If the price under this contract for a service call totals more than $5,000.00, the project shall be let separately under the competitive process in accordance with the City of Longview Purchasing Policy and Texas State Law.** City of Longview representative has final approval of all parts/equipment to be purchased.
The City spent approximately $46,000.00 in fiscal year 2018-2019 on routine plumbing work. This dollar amount is give as an estimate only. **The City does not guarantee any specific amounts under this contract.**

5.01 DESCRIPTION OF WORK:

A. Projects shall include, but not be limited to, sewer and drain cleaning residential and commercial, Fixture repair or replacement, repairs water and sewer lines and plumbing work as described by the City Representative to be performed in City buildings and grounds to include offices, libraries, community centers (Maude Cobb Activity Center), public safety centers, sports complexes, etc., in both commercial and residential settings.
B. Work may require the demolition or alteration of existing systems; in which case all material and debris shall be cleaned up and removed from site by the Contractor.

5.02 GENERAL:

A. The Contractor shall provide all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration of plumbing systems, plumbing related fixtures and any and all other components per drawings and specifications which will be provided by the authorized City Representative. Work may be performed on the exterior or interior of buildings.
B. All work shall be scheduled at the convenience of the City so as not to interfere with the City's conduct of business. In the event the Contractor is required to perform work other than Monday through Friday from 8:00 a.m. to 5:00 p.m., and emergency calls, Contractor shall charge no more than 1 ½ times the fixed hourly rate for the individual performing the service. This rate shall only be charged with prior authorization from the Facility Services Supervisor or his authorized representative(s) acting within their authority for the City.
C. Man hours paid under this Contract shall be only for productive hours at the job site. Overhead is not billable separately and shall be included in the productive hourly rate. Overhead includes but is not limited to estimates, office support, transportation to the job, material acquisition, and supervision. Specialty equipment, such as Rental equipment shall be itemized and billed as a separate line item. Specialty equipment shall be obtained by the contractor. Any Rental equipment used and billed to the City will require verification of fees. A reasonable up charge is allowed, but must be approved by the City of Longview Representative.
   NOTE: The City shall accept no minimum charge stipulation.
D. Contractor shall obtain all permits for inspections, tests and other services required for completion of work. (Fees waived for all permits issued by the City of Longview). Inspections shall be scheduled through the designated City Representative.
E. All material shall be new (unless approved in writing by the City Representative).
F. All wire/cables shall be copper unless otherwise approved by the City Project Manager.
G. Materials, Parts/Equipment shall be billed at maximum of Contractor Cost + 20% markup percentage. Contractor shall supply copies of their supplier's invoice of materials upon request.
H. Contractor shall not charge for commonly used equipment such as pipe wrenches, pipe threaders, sink machines, etc. All equipment charges must be approved by the City Representative.

5.03 ESTIMATES:

A. Contractor shall provide written "Not to Exceed" estimates on all non-emergency projects totaling more than

$1,000.00. Contractor shall respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days of the original request. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.

B. Work shall be performed with the City's authorization by issuance of a Purchase Order. Upon authorization actual work shall not exceed the Contractor's estimate.
C. Unreasonable estimates shall be deemed cause to terminate this Contract.
D. Unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the City, and a written change order will be issued. The Contractor shall submit to the City Representative a written estimate for the extra work on a Time and Materials basis using Contract pricing.

5.04 WORKMANSHIP:

A. Only first-class work shall be performed and all materials furnished in carrying out this Contract shall be of character and quality required by the specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the City Representative.
B. If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within forty-eight (48) hours after receipt of the above mentioned notice, or if they shall not make satisfactory progress in doing so, the City Representative may cause said work or materials to be removed and replaced to the satisfaction of the City by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the Contract.
C. Before commencement of a project, the Contractor and the City Representative will meet to agree upon a scope of work. It can be expected that if the Contractor is the only contractor that is working on the project, that all ceiling tiles will be put back in place every evening unless written authorization is given by the City Representative to extend the time frame. Ceiling tiles damaged by the Contractor shall be replaced by the Contractor at the Contractor's expense. If the Contractor must bore holes into other surfaces for access, the City Representative and electrical contractor shall agree before commencement of the project as to the remediation of the material. The intention of this paragraph is to make sure the condition of the work areas shall be restored to the same condition as before the work commenced.

5.05 INCOMPETENT OR DISORDERLY EMPLOYEES AND EMPLOYEE APPEARANCE:

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

5.06 RESPONSE TIME AND CONTACT INFORMATION:

A. Contractor shall indicate on the Pricing Schedule a contact person's name and telephone number for normal working hours, 8:00 a.m. - 5:00 p.m., Monday through Friday. **Answering machines are unacceptable as point of contact.** For emergency calls, outside normal working hours (weekend and/or holidays), the Contractor shall either list on the Pricing Schedule a contact person's name and telephone number, or have voice mail paging system service or answering service. Contractors using a voice mail paging system or answering service in lieu of a contact person shall be required to initiate a call back to the sender within 25 minutes. **Repeated failure to respond within the above timeframe shall, at the option of the City, result in termination of the Contract.**
B. Contractor shall respond to regular service calls within forty-eight (48) hours, or at such an interval or schedule as mutually agreed upon by the Contractor and the City.
C. Contractor shall respond on-site to requests for emergency calls within two (2) hours after notification to make directed repairs. For the purposes of this bid and resulting contract, an emergency is defined as any condition(s) that would disrupt normal City business including, but not limited to a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the City Representative or his authorized representative(s), and also applies in **the event of a natural disaster or other catastrophic event when the City Administrator has declared a "State of Emergency".** Contractor shall provide the City with a twenty-four (24) hour emergency contact phone number.
D. Contractor must be capable of handling more than one service call at a time in the event that 2 or more areas may need critical service at the same time.

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

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

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

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

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

6.05 LICENSE REQUIRED- Bidder must hold a current Master Plumber License from the Texas State Board of Plumbing Examiners. Successful bidder will be required to register as a Contractor with the City of Longview and to provide a $15,000 Surety Bond as required by the City of Longview Development Services Department.
Copies of the certificates and license number must be submitted with bid proposal. Failure to provide copy of license and information sufficient to determine contractor's eligibility to perform this work will be cause for declaration of bid as non-responsive.

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

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

6.08 SUBSTITUTIONS: NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the City at its sole discretion

.**6.9 CONDITION OF ITEMS**: All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

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

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

6.12 INVOICING AND PAYMENT: Upon delivery and acceptance of work Contractor shall submit a proper invoice detailing the appropriate work, such invoice shall include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed. Invoices shall be presented to the City within 10 days of completion of work. Invoices shall be submitted to:

Accounts Payable
City of Longview
PO Box 1952
Longview, TX 75606
In addition to mailing a hard copy of the invoice to the address above send an electronic copy of the invoice to the emails listed below.
Accountspayable@LongviewTexas.Gov

Facility.Services@LongviewTexas.Gov

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

ATTACHMENT I

REFERENCES

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

Each bidder shall provide a minimum of three (3) verifiable references as stated on Page 9, Section 5.00.

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 II

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 III

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 IV

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.