



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

jlatch@longviewtexas.gov or krodgers@longviewtexas.gov

Sealed bids will be received no later than: 2:00 P.M., June 24, 2016

MARK ENVELOPE:	BID NO. 1516-24 ANIMAL SHELTER PHARMACEUTICALS
RETURN BID TO:	CITY OF LONGVIEW PURCHASING OFFICE PO BOX 1952 – 300 W. COTTON (ZIP 75601) LONGVIEW, TEXAS 75606

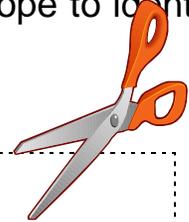
THE CITY OF LONGVIEW appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices 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

**BID No. 1516-24 ANIMAL SHELTER
PHARMACEUTICALS**

BID OPENING: June 24, 2016 @ 2:00 P.M. CST

For Information Contact:

**Jaye Latch
(903) 237-1324
jlatch@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:

ANIMAL SHELTER PHARMACEUTICALS

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 WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview requests one original and one 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 CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of

Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

2.16 ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

2.17 EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.18 DESCRIPTIONS: Any reference to model and/or make/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 not 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 jlatch@longviewtexas.gov or krodgers@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 INCLEMENT WEATHER: In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

2.50 STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
 - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
 - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
 - (3) minimizing the impact to the public health and the environment;
 - (4) neutralizing the effects of the incident;
 - (5) removing the discharged or spilled substances; and
 - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

2.51 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by City Council, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within seven (7) business days** from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 **must** be submitted to City of Longview.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a City of Longview contract.

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

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE

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

SECTION III - SPECIAL PROVISIONS

3.00 BID SECURITY: A bid security is not required.

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

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

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

3.02 INSURANCE: The successful bidder shall meet the minimum insurance requirements of the Texas State Financial Responsibility Act for operation of vehicles(s) used in the delivery of items(s) purchased. If a specific insurance policy is to be furnished by successful bidder, it 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.

SECTION V - SCOPE OF WORK

5.00 GENERAL INFORMATION: The purpose of this invitation to bid (ITB) is to provide for an annual requirements style contract for use by the City of Longview Animal Shelter located at 303 H.G. Mosley Parkway, Longview, Texas 75604. Amounts listed in this ITB are estimates only. The City does not warrant any specific amount of product but agrees to purchase its annual volume of pharmaceuticals for use at the City of Longview Animal Shelter from successful bidder(s). The bidder represents and warrants that the goods, materials, supplies, or components offered to the City of Longview under this bid solicitation are new, not used or reconditioned, and are not of such an age as to impair their usefulness.

The Purchasing Divisions solicits comments in regard to these specifications **before** date of closing. The final specifications will be binding on all bidders. The award will be made to the lowest and best bidder meeting all the specifications and agreeing to all terms and conditions listed in this document.

5.01 DEFINITIONS FOR SPREADSHEET ITEMS:

Part Description: Description of item to be bid.

UOM: Unit of Measurement. Please bid according to the UOM listed for each item.

Notes: Additional information for each item to be bid.

5.02 DIRECTIONS: Please complete the attached spreadsheets. Fill in the amount column using the Unit of Measurement indicated for each item. Bidders are not required to bid all groups. If a bidder chooses to no bid a group, please write "No Bid" on the front page of that group.

5.03 BID AWARD: It is the intention of the City to award this bid by group. Bidders are not required to bid all groups on this agreement. Bidders must submit complete bids on each individual group they wish to bid on. Rates from each group will be viewed with the most responsive responsible bidder providing the best value being awarded that group. The City reserves the right to award or reject any and all bids received, in whole or in part, to waive any informality in any bid(s), and to accept the bid(s) which, in its discretion, is in the best interest of the City of Longview.

5.04 PRICE AUDIT: Items supplied by vendor will be subject to random audits. Continued price or quality discrepancies or deviations from the bid agreement could result in the cancellation of this agreement.

5.05 RESPONSE TIME: Groups 1 and 4 – three (3) business day turn around, not counting day of order; Group 2 - four (4) to five (5) business day turn around not counting day of order; Groups 3 & 5 – five (5) to seven (7) business day turn around not counting the day of order.

City of Longview reserves the right to order from a secondary vendor when supplies from awarded vendor are on backorder. Backorder status notification must be reported to the City within 24 hours of original order.

Continued failure to deliver items within the specified time frame may result in the cancellation of this agreement.

5.06 CITY, STATE, AND FEDERAL LAWS, CODES, AND ORDINANCES OBSERVED: The successful bidder(s) shall observe and follow all city, state, and federal laws, codes, and ordinances while engaging in the performance of the herein described work.

5.07 DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. If bidding something other than specific item listed, bidders must state exactly what they intend to furnish on bottom of bid response page, referencing item number, and giving full description. All bid prices must be listed on Bid Response Sheet. City of Longview shall have sole discretion in deciding if type and quality are equal.

Additional Information:

Account Representative:

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Order Placement Information:

Vendor shall indicate preferred method for which the City departments are to place orders:

Orders shall be placed visa: (check all that apply) Phone: _____ Fax: _____ Email: _____

Contact Person: _____

Phone: _____

Fax: _____

Email: _____

SECTION IV - BID RESPONSE

This is an annual requirements style agreement. Products will be purchased on an as needed basis. Quantities listed are estimates only. The City does not guarantee any specific amounts either minimum or maximums. 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:

Group 1: Vaccines, Snap Tests

Item Number	Description	UOM	Estimated Annual Quantity	Price per Unit of Measurement	Total Annual Price
1.	SNAP Combo FeIV/FIV test	30/box	50 boxes	\$	\$
2.	SNAP Felv antigen test	30/box	50 boxes	\$	\$
3.	Idexx SNAP Giardia test	15/box	50 boxes	\$	\$
4.	Idexx SNAP Parvo test	5/box	100 boxes	\$	\$
5.	Intra-Trac 3 vaccine	25/box	100 boxes	\$	\$
6.	Nobivac 1-DAPPv vaccine canine	25/box	100 boxes	\$	\$
7.	Nobivac 1-HCP Eclipse 4 Feline	25/box	100 boxes	\$	\$
8.	Kennel Cough	25/box	100 boxes	\$	\$
9.	Nobivac 3 Rabies	50/box	100 boxes	\$	\$
Group 1 Total					\$

Group 2: Flea & Wormers

Item Number	Description	UOM	Estimated Annual Quantity	Price per Unit of Measurement	Total Annual Price
1.	Comfortis Dog 5-10lbs	12/pack	25 packs	\$	\$
2.	Comfortis Dog 10-20lbs	12/pack	25 packs	\$	\$
3.	Comfortis Dog 20.1-40lbs	12/pack	35 packs	\$	\$
4.	Comfortis Dog 40.1-60lbs	12/pack	35 packs	\$	\$
5.	Comfortis Dog 60.1-120lbs	12/pack	10 packs	\$	\$
6.	Comfortis Cat 2-4lbs	12/pack	35 packs	\$	\$
7.	Comfortis Cat 4.1-6lbs	12/pack	35 packs	\$	\$
8.	Comfortis Cat 6.1-12lbs	12/pack	35 packs	\$	\$
9.	Comfortis Cat 12.1-24lbs	12/pack	35 packs	\$	\$

10.	Revolution 85-130lbs	12/pack	100 packs	\$	\$
11.	Pyrantel pamoate susp, 50mg/ml	1 qt	5 quarts	\$	\$
12.	Drontal Plus 2-25lbs	50/bottle	40 bottles	\$	\$
13.	Drontal Plus 26-60lbs	50/bottle	40 bottles	\$	\$
14.	Drontal Plus 45-120lbs	30/bottle	30 bottles	\$	\$
				Group 2 Total	\$

Group 3: Dietary

Item Number	Description	UOM	Estimated Annual Quantity	Price per Unit of Measurement	Total Annual Price
1.	Canine EN	32lb/bag	5 bags	\$	\$
2.	Canine EN Intestinal	12/case	5 cases	\$	\$
3.	Feline EN Intestinal 10lb	10lb/bag	10 bags	\$	\$
4.	Feline EN, 5.5 oz cans	24/case	10 cases	\$	\$
5.	Feline FortiFlora 6pak	6/case	10 cases	\$	\$
6.	Feline HA formula	8lb/bag	10 bags	\$	\$
7.	Feline HAHypoallergenic formula	4lb/bag	10 bags	\$	\$
8.	Feline NF Renal 6 lb	6lb/bag	10 bags	\$	\$
9.	Feline UR 5.5 oz	24/case	10 cases	\$	\$
				Group 3 Total	\$

Group 4: Medication

Item Number	Description	UOM	Estimated Annual Quantity	Price per Unit of Measurement	Total Annual Price
1.	Amoxicillin caps, 250mg	100/bottle	10 bottles	\$	\$
2.	Amoxicillin caps, 500mg	100/bottle	10 bottles	\$	\$
3.	Antisedan	10/package	10 packs	\$	\$
4.	Artificial tears oint, 3.5g	1/box	50 boxes	\$	\$
5.	Biomox suspension	15ml/bottle	50 bottles	\$	\$
6.	Bupivacaine inj, 0.5%	50cc/bottles	25 bottles	\$	\$

7.	Buprenex .3mg/ml	5/box	10 boxes	\$	\$
8.	Buprenorphine-SR inj,	5ml/vials	50 vials	\$	\$
9.	Bytril 100	100cc/bottle	10 bottles	\$	\$
10.	Canine Fortiflora 6pk	6/case	10 packs	\$	\$
11.	Cefpodoxime 200mg tabs	100/bottle	10 bottles	\$	\$
12.	Cefpodoxime 100mg tabs	100/ bottle	5 bottles	\$	\$
13.	Bronchi-Shield III	25/box	10 boxes	\$	\$
14.	Duramune Max 5	25/box	10 boxes	\$	\$
15.	Cefpodoxime tabs, 200mg	100/bottle	5 bottles	\$	\$
16.	Cephalexin caps, 500mg	500/bottle	20 bottles	\$	\$
17.	Cerenia Tabs, 16 mg	10/pack	5 packs	\$	\$
18.	Clavamox Drops	15ml/bottle	100 bottles	\$	\$
19.	Clindamycin caps, 75mg	100/bottle	25 bottles	\$	\$
20.	Convenia Inject	10ml vial	10 vials	\$	\$
21.	Convenia Sterile Water	10ml vial	10 vials	\$	\$
22.	Dexamethasone Inj 2mg	100cc/bottle	20 bottles	\$	\$
23.	Dexdomitor inj 0.5mg dosage	10cc/bottle	20 bottles	\$	\$
24.	Diazepam Tab 5mg	100/bottle	10 bottles	\$	\$
25.	Sterile red rubber catheter, 16"	50/box	10 boxes	\$	\$
26.	Doxycycline Suspension, 50mg/ml	50 mg/bottle	20 bottles	\$	\$
27.	DTM Agar Vials	10/box	5 boxes	\$	\$
28.	Erythromycin ophthalmic ointment, 1/8 oz	1/box	50 boxes	\$	\$
29.	Famotidine Tabs 10mg	30/bottle	40 bottles	\$	\$
30.	Gabapentin 100mg	100/bottle	50 bottles	\$	\$
31.	Gabapentin 300mg	100/bottle	50 bottles	\$	\$
32.	Genesis Topical Spray	16oz	10 bottles	\$	\$
33.	Gentamicin ophthalmic solution	5cc vial	50 vials	\$	\$

34.	Glyco Flex III Chew Tabs	60/bottle	30 bottles	\$	\$
35.	Greenies Pill Pockets, K9 chicken large #30	30/bag/6 bags/box	20 boxes	\$	\$
36.	Hydroxyzine tabs 50 mg	100/bottle	20 bottles	\$	\$
37.	Hydroxyzine tabs, 10mg	100/bottle	20 bottles	\$	\$
38.	Lidocaine 2% HCL Inj	100cc/bottle	20 bottles	\$	\$
39.	Loxicom Injection	20ml/bottle	10 bottles	\$	\$
40.	Loxicom(meloxicam) Inj	20ml/bottle	10 bottles	\$	\$
41.	Metacam 1.5mg/ml	180cc/bottle	20 bottles	\$	\$
42.	Metronidazole suspension, 100 mg/ml	240ml/bottle	25 bottles	\$	\$
43.	Metronidazole Tab 500mg	500/bottle	25 bottles	\$	\$
44.	Metronidazole Tabs 250mg	250/bottle	25 bottles	\$	\$
45.	Mupirocin Ointment 2%	22gm per tube	25 tubes	\$	\$
46.	NeoPolyBac ophthalmic ointment, 3.5g	1/box	50 boxes	\$	\$
47.	Neo-Predef w/Tetracaine	12/pack	75 packs	\$	\$
48.	Noromectin 1% inj	250cc/bottle	50 bottles	\$	\$
49.	Novox caplets, 25mg	60/bottle	50 bottles	\$	\$
50.	Novox caplets, 75mg	180/bottle	50 bottles	\$	\$
51.	Orbax oral suspension, 30mg/ml, 20cc	6/box	25 boxes	\$	\$
52.	OstiLox Inj 5mg/ml	20ml/bottle	25 bottles	\$	\$
53.	OstiLox Meloxicam Inj	20ml/bottle	25 bottles	\$	\$
54.	Ostilox meloxicam inj 5mg/ml	20ml/bottle	25 bottles	\$	\$
55.	Otibiotic	215g/bottle	50 bottles	\$	\$
56.	Otibiotic Ointment	240cc/bottle	50 bottles	\$	\$
57.	Parastar blue 3-dose	10/package	10 packages	\$	\$
58.	Polyflex inj, 25g.	200cc/bottle	50 bottles	\$	\$
59.	Praziquantel inj	50cc/bottle	25 bottles	\$	\$
60.	Prevail Flunixin	100cc/bottle	25 bottles	\$	\$

61.	Quadritop ointment	240cc/bottle	10 bottles	\$	\$
62.	Rimadyl caplets, 75mg	30/bottle	25 bottles	\$	\$
63.	S-Adenosyl 225 Snap Tabs	30/bottle	25 bottles	\$	\$
64.	SameLQ 225 Snap Tab	60/bottle	25 bottles	\$	\$
65.	Tramadol HCL Tabs, 50mg	1000/bottle	10 bottles	\$	\$
66.	Virkon S	10 lb/bag	50 bags	\$	\$
67.	Sterile Water for Inj	250cc/bottle	50 bottles	\$	\$
68.	Virbanel K9 for medium & large dogs	50/bottle	25 bottles	\$	\$
69.	Sodium Chloride, 0.9%, 1000ml bag	12/box	50 boxes	\$	\$
				Group 4 Total	\$

Group 5: Miscellaneous Surgical

Item Number	Description	UOM	Estimated Annual Quantity	Price per Unit of Measurement	Total Annual Price
1.	Anesthesia Mask Canine med	ea	5 each	\$	\$
2.	Anesthesia Mask Canine Lg	ea	5 each	\$	\$
3.	Anesthesia Mask Canine Sm	ea	5 each	\$	\$
4.	Anesthesia Mask Feline lg	ea	5 each	\$	\$
5.	Anesthesia Mask Feline Med	ea	5 each	\$	\$
6.	Anesthesia Mask Feline Sm	ea	5 each	\$	\$
7.	Anesthesia Mask Lg 4.5 deep	ea	5 each	\$	\$
8.	Biopsy Skin Punch	5mm/punch	5 punches	\$	\$
9.	Blade Wash for Clippers	18oz. each	5 each	\$	\$
10.	Boot Plastic 4mil disposable 18	50/package	10 packs	\$	\$
11.	Catheter Feeding Urethral	ea	20 each	\$	\$
12.	Catheter Jackson Tom Cat	ea	20 each	\$	\$
13.	Catheter Tom Cat	ea	20 each	\$	\$
14.	Chemstrip 10 with SG	100/pkg	10 packs	\$	\$

15.	Chlorhexidene Solution	1 gal	25 gallons	\$	\$
16.	Clipper replacement battery, PowerPro Ultra	1/pkg	20 packs	\$	\$
17.	Cotton Balls, lg	2000/pkg	2 packs	\$	\$
18.	Cotton Tipped Applicators	1000/ box	10 boxes	\$	\$
19.	Cross Cut Fissure Taper/Fric	10/package	10 packs	\$	\$
20.	Curasorb Zinc Calcium Alginate	Ea	20 each	\$	\$
21.	Dental prophy angles (disposable)	144/pkg	20 packs	\$	\$
22.	Elastiflex tape, 2"	6/box	5 boxes	\$	\$
23.	Elizabethan collar small	1/pkg	50 packs	\$	\$
24.	Elizabethan collar med	1/pkg	50 packs	\$	\$
25.	Elizabethan collar large	1/pkg	50 packs	\$	\$
26.	Elizabethan collar X-large	1/pkg	50 packs	\$	\$
27.	ElizaSoft Recovery Collar, Small	1/pkg	50 packs	\$	\$
28.	ElizaSoft Recovery Collar, Med	1/pkg	50 packs	\$	\$
29.	ElizaSoft Recovery Collar, Large	1/pkg	50 packs	\$	\$
30.	EverCare Pet Hair lint roller	Ea	50 each	\$	\$
31.	Exam Gloves, Nitrile (Lavendar), medium	250/box	50 boxes	\$	\$
32.	Exam Gloves, SensiCare Ivory, large	150/box	50 boxes	\$	\$
33.	Exam Gloves, SensiCare Ivory, medium	150/box	50 boxes	\$	\$
34.	Forceps Halsted Mosquito st 5	ea	25 each	\$	\$
35.	Forceps Tissue Brwn Adson 7x7	ea	25 each	\$	\$
36.	Ful-glo Fluorescein Sodium	100/bottle	10 bottles	\$	\$
37.	Gauze Roll non-sterile	12/package	5 packs	\$	\$
38.	Instrument wrap 30 x30	ea	50 each	\$	\$
39.	Insyte IV catheter, 20G x 1"	1/pkg	100 packs	\$	\$
40.	Isoflurane	250cc/bottle	40 bottles	\$	\$
41.	Isolation Gown w Poly Coating	50/case	20 cases	\$	\$

42.	Isopropyl Alcohol 70%	4/package	50 packs	\$	\$
43.	IV catheter adapter plug, luer lock	1/pkg	100 packs	\$	\$
44.	IV Extension Set 18"	ea	50 each	\$	\$
45.	IV Extension Set 21"wLuerLock	ea	50 each	\$	\$
46.	IV fluid line, 15 drops/ml	1/pkg	50 packs	\$	\$
47.	IV Infusion Set 25gx.75 winged	ea	50 each	\$	\$
48.	IV Regulator 26" stat-2	ea	50 each	\$	\$
49.	Lactated Ringers 1000ml	12/case	100 case	\$	\$
50.	Laparotomy Sponges Curity	5/package	100 packs	\$	\$
51.	Lens Paper Book	Book	20 books	\$	\$
52.	Miltex Gigli Saw, 20" (26-132)	1/pkg	50 packs	\$	\$
53.	Monocryl #2-0 [FS-1] 3/8 circle rev cut 19mm/36"	12/box	100 boxes	\$	\$
54.	Monomend MT #2-0 3/8 circle rev cut 27" [M-943-1]	12/box	100 boxes	\$	\$
55.	Monomend MT #3-0 3/8 circle rev cut 27"[M-923-1]	12/box	100 boxes	\$	\$
56.	Monomend MT #4-0 3/8 circle rev cut 27" [M-922-1]	12/box	100 boxes	\$	\$
57.	Needle Holder 5.5"	ea	5 each	\$	\$
58.	Needle, disposable 25Gx5/8"	100/box	100 boxes	\$	\$
59.	Needles Hypo 18gx1"	100/box	100 boxes	\$	\$
60.	Needles Hypo 22gx3/4"	100/box	100 boxes	\$	\$
61.	Needles Hypo 23gx3/4"	100/box	100 boxes	\$	\$
62.	Needles Hypo 25gx5/8" blue	100/box	100 boxes	\$	\$
63.	Needles Hypodermic 22gx1.5"	100/box	100 boxes	\$	\$
64.	Needles, disposable 20G x 1"	100/box	100 boxes	\$	\$
65.	Neeld Holder 7.5"	ea	5 each	\$	\$
66.	Neeles Hypo 18gx1" Pink	100/box	100 boxes	\$	\$
67.	Neeles Hypo 20gx1" yellow	100/box	100 boxes	\$	\$
68.	Neolon surgery gloves, 7.5	50/box	100 boxes	\$	\$

69.	Nonwoven Gauze Sponges 4-ply 3x3	200/package	50 packs	\$	\$
70.	Penrose Tubing 1/4 x 18"	ea	25 each	\$	\$
71.	Pet Flex 2" paw print	36/box	25 each	\$	\$
72.	Pet-Ema	12cc/bottle	50 bottles	\$	\$
73.	Plasti Litter 5#	gal	20 gallons	\$	\$
74.	Rebreathing Anesthesia bag, 1 l5	1/pkg	5 packs	\$	\$
75.	Rebreathing Anesthesia bag, 1 liter	1/pkg	5 packs	\$	\$
76.	Rebreathing Anesthesia bag, 2liter	1/pkg	5 packs	\$	\$
77.	Rebreathing Anesthesia bag, 3 liter	1/pkg	5 packs	\$	\$
78.	Scalpel blades #10, Miltex	100/box	50 box	\$	\$
79.	Scalpel Handle #3	ea	50 each	\$	\$
80.	Sharps Container, rotor lid 8 qt	1/pkg	100 packs	\$	\$
81.	Siphotrol Plus II Prem Spray	16 oz/bottle	25 bottles	\$	\$
82.	Skin stapler, 6.4 x 4.5mm Precise Multi-Shot (DS25)	1/pkg	50 packs	\$	\$
83.	Soda Lime	3 lb/bag	50 bags	\$	\$
84.	Sterilization self-seal pouch, 5.25"x11"	200/box	40 boxes	\$	\$
85.	Surgery Gown Blockade blue, large	1/pkg	25 packs	\$	\$
86.	Surgical Drape 30x30	ea	25 each	\$	\$
87.	Surgical Drape 30x30 (2" x 1" fenestration)	1/pkg	25 packs	\$	\$
88.	Surgical gloves 6.5, Ansell Perry 42	50/box	100 boxes	\$	\$
89.	Surgical gloves 7.5, Ansell Micro Touch	50/box	100 boxes	\$	\$
90.	Surgical Gloves, Neolon 7.5	50/box	100 boxes	\$	\$
91.	Suture #2-0 Catgut 50m cassette	1/pkg	50 packs	\$	\$
92.	Suture #3-0 Monoment St	12/box	20 boxes	\$	\$
93.	Suture #4-0 Monomend ST 3/8 circ	12/box	20 boxes	\$	\$
94.	Suture #5-0 Polysorb 3/8 circl	12/ box	20 boxes	\$	\$
95.	Suture, VPL Monomend MT (M-923-1), 3-0	12/box	20 boxes	\$	\$

96.	Syringe, 1cc w/25G needle BD	100/box	100 boxes	\$	\$
97.	Syringe, 1cc w/o needle	100/box	100 boxes	\$	\$
98.	Syringe, 3cc 20x1 Luer Lock BD	100/box	100 boxes	\$	\$
99.	Syringe, 3cc Luer Slip w/o needle	100/box	100 boxes	\$	\$
100.	Syringe, 3cc w/o needle, slip tip	100/box	100 boxes	\$	\$
101.	Syringe, BD 1cc w/25G needle	100/box	100 boxes	\$	\$
102.	Syringe, Monoject 412	50/box	100 boxes	\$	\$
103.	Syringe, Nipro 3cc 20Gx1", luer lock	100/box	100 boxes	\$	\$
104.	Syringes Monoject 12ml eccentric	80/box	100 boxes	\$	\$
105.	Syringes Slip Tip 60cc	25/box	100 boxes	\$	\$
106.	Syringes TB 1cc w/o needle lue	100/box	100 boxes	\$	\$
107.	Tape Micropore Surg Paper	12/box	50 boxes	\$	\$
108.	Telazol	5ml vial	100 vials	\$	\$
109.	Tongue Depressors 6"	500/box	100 boxes	\$	\$
110.	Tramadol HCL Tabs, 50 mg	1000/box	10 boxes	\$	\$
111.	Trifectant powder	4/case	50 cases	\$	\$
112.	Tritop	12/pk	10 packs	\$	\$
113.	TrizEdta aqueous flush	16oz/bottle	50 bottles	\$	\$
114.	TrizEdta aqueous flush	4oz/bottle	50 bottles	\$	\$
115.	Ultrasonic Instr Cleaner	Gal	25 gallons	\$	\$
116.	Universal Medicated Shampoo	1 gal	25 gallons	\$	\$
117.	Vetroson Instr cleaner	1 qt	50 quarts	\$	\$
118.	Vetspon Absorbable Hemostatic	16/box	50 boxes	\$	\$
119.	Vicryl Rapide #4-0 [PS-2] 3/8 circle rev cut 18"	12/box	50 boxes	\$	\$
120.	Steril-Chex steam indicator strips 4"	250/box	50 boxes	\$	\$
121.	VirCheck Felv	140 tests/box	10 boxes	\$	\$
122.	Winged infusion set	50/box	100 boxes	\$	\$

123.	Tattoo Ink 5oz tube green	5 ea	10/packs	\$	\$
124.	Piller	5 ea	5 each	\$	\$
125.	Pill Counter	2/pack	2 packs	\$	\$
126.	Pill cutter	2/pack	5 packs	\$	\$
127.	Sundry Jars Clear set of 5	5/box	2 boxes	\$	\$
128.	Large Amber pill bottles 500	500/box	2 boxes	\$	\$
129.	Plastic Dispenser Bottles (liquid medication application), translucent 30ml 12/pk	50/pack	25 packs	\$	\$
130.	Catheter & Instrument Tray w/cover 8 7/8" x 5" x 2"	5 ea	5 each	\$	\$
131.	Biohazard Bags 40-45 gallon	100/box	2 boxes	\$	\$
132.	Biopsy jars 120oz size; pre-filled 10% Neutral Buffered Formalin. Wide mouth, clear polypropylene containers, leak proof screw top, labeled to OSHA standards, labels include exp date & space for patient identification.	96/case	2 cases	\$	\$
133.	Fecal Loops, sample collection containers	1 Case	1 case	\$	\$
134.	Microscope slides blank 50 to a box-	50/box	2 boxes	\$	\$
135.	Microscope stains; Vital Stain Kit- 7 bottle set, 6 different stains for microscope slides, Bismarck Brown, Brilliant Cresyl Blue, Cupric Acetat, Cupric Sulfate, Janus Green, Methylene Blue and Neutral Red.	7 bottles/set	2 sets	\$	\$
136.	Microscope slides holders – holds up to 10 slides	10 slides/set	2 sets	\$	\$
137.	Safety Goggles	40 ea/box	5 boxes	\$	\$

Total:

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Submittals: Items to be submitted with bid response:

_____ **All pages of this document with appropriate signatures**

_____ **Insurance certificates**

_____ **References (3)**

_____ **Bid Affidavit**

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 II

REFERENCES

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

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

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

ATTACHMENT 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

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

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

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

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

Please remit the CIQ form with your bid.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

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.