



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., July 20, 2016

MARK ENVELOPE: BID NO. 1516-19, BUILDING DEMOLITION SERVICES
RETURN BID TO: CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TEXAS 75606

A mandatory pre-bid meeting will be held July 13, 2016 @ 10:00 a.m. in the Development Services Conference Room, 410 S. High St, Longview, TX

This meeting is to answer questions regarding the bid requirements. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-bid meeting is a prerequisite for submitting a bid. **Bids will only be accepted from those who are represented at the pre-bid meeting.** Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster.

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

BUILDING DEMOLITION SERVICES

BID No. 1516-19

BID OPENING: July 20, 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:

BUILDING DEMOLITION 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 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/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. 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:

6. meet schedules;
7. defaults in the payment of any fees; or
8. 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 jatch@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: Prior to the approval of this contract by the City, the successful Contractor shall furnish a completed Insurance Certificate to the City of Longview. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown, and which shall contain all required information referenced or indicated in these specification.

Workman's Compensation Insurance is required of the Contractor and any sub-contractors. The contractor 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, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the project duration, the contractor 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 for on the project. Contractor shall retain all required certificates of coverage for the duration of the project for one year thereafter. The contractor 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 on this project and required to be covered. The contractor shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission.

Contractors and sub-contractors are required to comply with all provisions of the Texas Workers Compensation rules.

Additional insurance is required. Contractor and subcontractors shall provide proof of and maintain for the full term of the contract the following insurance coverage, written by a company licensed to conduct business in the state of Texas.

Employer's Liability -	Bodily Injury by Accident - \$100,000 each accident Bodily Injury by Disease - \$500,000 policy limit Bodily Injury by Disease - \$100,000 each employee
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Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

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

Products and Completed Operations

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

Comprehensive Automobile Liability for owned, leased and hired vehicles:

Bodily Injury and Property Damage	\$500,000 "CSL" each occurrence
Combined Single Limit:	\$500,000 "CSL" each occurrence

The contractor shall include the City of Longview and its officers, agents, employees and elected officials, as additional named insured on required comprehensive General Liability, comprehensive automobile Liability, and Builders Risk Insurance policies. 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.

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. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for the damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

EVIDENCE OF INSURANCE COVERAGE: Before commencement of any work, the contractor shall submit written evidence that he and all his subcontractors have obtained the insurance required by this contract. Such written evidence shall be in the form of a Certificate of Insurance executed by the contractor's insurance carrier showing such policies in force for the specified period or by furnishing copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days notice in writing to be delivered by certified mail to the owner. The certificate shall show City of Longview as certificate holder.

COPIES OF CURRENT INSURANCE CERTIFICATES ARE REQUIRED WITH THE BID

3.03 City of Longview reserved the right to terminate this contract immediately without prior notice if awarded contractor fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health and/or safety.

3.04 Contract Transition. In the event services end by either expiration or termination, it shall be required that the vendor continue services if requested by City of Longview, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and City of Longview to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not exceed more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The contractor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by City of Longview. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally

3.05 City of Longview reserved the right to immediately issue a work stoppage order if Contractor fails to perform duties as specified in this contract.

3.06 Environmental Compliance: Contractor agrees that it shall be grounds for termination of the contract if the contractor, business owner or operator, partner, affiliated corporation, or subsidiary is in substantial violation of an applicable environmental requirement relating to environmental quality, including but not limited to the federal Clean Water Act (CWA), federal Clean Air Act (CAA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response Compensation, and Liability Act (CERCLA), Chapters 7, 26 and 27 of the Texas Water Code, Chapters 361 and 382 of the Texas Health and Safety Code, or local ordinances and code. Substantial violation means one or more violation of an applicable environmental requirement resulting in the potential for a significant adverse impact on human health, aquatic life, a surface or groundwater resource, or enjoyment of property, including any violation resulting in a civil or administrative enforcement action. Applicable environmental requirement means an environmental law, regulation, county or municipal ordinance, permit, order, consent, decree, or other requirement.

SECTION IV - BID RESPONSE

Successful bidder agrees to perform demolition services as directed in this Scope of Work for the unit prices stated. City of Longview estimates demolishing approximately 30 structures for the first term of this contract. This is an estimate only. City of Longview does not guarantee any minimums or maximums for this contract. This contract is expected to start on approximately September 9, 2016.

The rates quoted must be all inclusive. "All inclusive" shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred. No separate line item rates or charges will be accepted.

To insure an uninterrupted source of service, City of Longview reserves the right to award to a Primary and a Secondary contractor. City of Longview will initially request service from the Primary contractor and only from the Secondary contractor as necessary due to time constraints and/or availability.

WE agree to serve a secondary vendor if not selected as the primary vendor... { } yes { } no

Submittals: Include the following items with your bid.

- _____ **All pages of this document**
- _____ **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: _____

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
I. DEMOLITION AND REMOVAL					
A. Wood frame or brick veneer structures, (excluding concrete slabs)					
1	1 – 800 sq. ft.	sq. ft.	800	\$	\$
2	801 – 1,500 sq. ft.	sq. ft.	30,000	\$	\$
3	1,501 – 2,200 sq. ft.	sq. ft.	11,000	\$	\$
4	2,201 – 3,000 sq. ft.	sq. ft.	3,000	\$	\$
5	3,001 + sq. ft.	sq. ft.	4,500	\$	\$
6	Add upcharge for hand demolition	sq. ft.	10,000	\$	\$
B. Concrete/cement/asphalt inc. rebar, wire mesh, etc.					
1	Greater than 2” but less than 4” thick	sq. ft.	130,000	\$	\$
2	Greater than 4”	sq. ft.	25,000	\$	\$
3	Concrete Saw Cutting	lf.	5,000	\$	\$
4	Minimum charge for concrete/asphalt	ea.	100	\$	\$
C. Pier and Beam Foundation and/or Steps					
D. Swimming Pools					
1	Concrete or Gunite				
a.	1ft. – 1,000 cu. ft.	cu. ft.	1,000	\$	\$
b.	1,001 – 2,000 cu. ft.	cu. ft.	1,500	\$	\$
c.	2,001 – 3,000 cu. ft.	cu. ft.	2,500	\$	\$
d.	3,001 – 4,000 cu. ft.	cu. ft.	4,000	\$	\$
e.	4,001 – 5,000 cu. ft.	cu. ft.	5,000	\$	\$
f.	5,001 cu. ft. and greater	cu. ft.	6,000	\$	\$
2	Fiberglass				
a.	1 ft. – 1,000 cu. ft.	cu. ft.	1,000	\$	\$
b.	1,001 – 2,000 cu. ft.	cu. ft.	1,500	\$	\$
c.	2,001 – 3,000 cu. ft.	cu. ft.	2,500	\$	\$
d.	3,001 – 4,000 cu. ft.	cu. ft.	4,000	\$	\$
e.	4,001 – 5,000 cu. ft.	cu. ft.	5,000	\$	\$
f.	5,001 cu. ft. and greater	cu. ft.	6,000	\$	\$
E. Septic Tank Removal					
		ea.	2	\$	\$
F. Removal of Bridges					
1	Abandoned timber railroad bridge	sq. ft.	1,000	\$	\$
2	Abandoned timber pedestrian bridge	sq. ft.	1,500	\$	\$
Subtotal I					\$

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
II. ASBESTOS REMOVAL					
A.	Abatement, Air Monitoring. Close out report				
1	1 – 800 sq. ft.	sq. ft.	800	\$	\$
2	801 – 1,500 sq. ft.	sq. ft.	3,000	\$	\$
3	1,501 – 2,200 sq. ft.	sq. ft.	1,500	\$	\$
4	2,201 – 3,000 sq. ft.	sq. ft.	2,400	\$	\$
5	3,001 + sq. ft.	sq. ft.	3,000	\$	\$
B.	Point Count Method	ea.	10	\$	\$
C.	Environmental Site Surveys	ea.	30	\$	\$
Subtotal II					\$

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
III. WATER WELLS – Plugged and Capped					
A.	2” any depth	ea.	1	\$	\$
B.	4” any depth	ea.	1	\$	\$
C.	5” any depth	ea.	1	\$	\$
D.	6” any depth	ea.	1	\$	\$
Subtotal III					\$

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
IV.	Site Clearing and Grading				
A.	Labor, equipment and fuel	acre	25	\$	\$
B.	Tire Removal	ea.	200	\$	\$
C.	Debris and Trash Removal	cu. yd.	1,200	\$	\$
D.	Fill Dirt	cu. yd.	900	\$	\$
E.	Sewer Disconnects	ea.	30	\$	\$
F.	Sod Replacement	sq. yd.	500	\$	\$
G.	Sidewalks, concrete	lf.	1,000	\$	\$
H.	Curbs, concrete	lf.	200	\$	\$
I.	Junked Vehicle Removal	ea.	10	\$	\$
Subtotal IV					\$

Total Bid Price (subtotals I+II+III+IV)					\$
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SECTION V - SCOPE OF WORK

5.00 GENERAL INFORMATION: The objective of this solicitation is to secure the services of a Contractor to provide annual demolition services and related items, including but not limited to asbestos abatement, water well plugging and capping, site clearing of various structures throughout City of Longview for an indefinite quantity of structures. Under this award Work shall be authorized subject to funding, up to the contract limit. A maximum of \$120,000.00 will be funded by the Development Services Department for removal of sub-standard structures for the first term of this contract, each term thereafter will be determined based on available budgeted funds that are approved by City Council. It is the intent of the City to award by Contract. The City wishes to award this bid to a single contractor for all services listed in this invitation to bid. The City will award the contract sought by this Invitation to Bid either to the lowest responsive responsible bidder or to the bidder who provides goods or services at the best value for the City. The City reserves the right to award or reject any and all bids received, in whole or in part, to waive informality in any bid(s), and to accept the bid which, in its sole discretion, is in the best interest of the City of Longview.

Successful bidder agrees to perform these services as directed in this Scope of Work for the unit prices stated on Bid Response Sheet. Contractor will demolish and clean scheduled sites as outlined in this document. Structures will be measured in square feet to the nearest square foot utilizing the square footage listed in the Gregg County Appraisal Records. These items will be paid for at these predetermined contract prices and said prices shall be full compensation for all labor, equipment, materials, fees, mobilization, transportation, lawful disposal, and all other associated costs to perform the work described. This is an annual requirement style agreement. Services will be purchased on an as needed basis. The City estimates thirty (30) structures/lots will need to be cleared for this term; however, this does not guarantee any specific amounts, either minimum or maximums.

The City of Longview will issue a Purchase Order to the Contractor specifying the work to be performed after determining a need for demolition services at a particular site based on the per unit prices bid. The Purchase Order will include the estimated unit of measurement (utilizing the square footage recorded in the Appraisal District records), payment amount, and the time frame for completed work. All authorized work will be compensated utilizing established unit prices. The successful contractor shall properly dispose of refuse and debris resulting from the demolition, including any rubbish on the sites listed, according to the following scope of work. Work could include removal of a building, a concrete foundation, a separate smaller building detached from the main structure, fencing, and/or general debris removal.

The City of Longview wishes to contract with an experienced demolition professional who have a minimum of three (3) years experience in commercial demolition services (both residential lots and commercial lots). Bidders shall provide with bid response a list of at least three (3) references for which commercial demolition services of the same type and to the same degree as required in this bid document were provided within the last three years. Failure to submit a list of qualified references may cause bid to be disqualified. The City reserves the right to contact any or all references prior to an award. The responses of references may be considered in assessing the reputation of the bidder and of the bidder's goods and services and the quality of the bidder's goods and services. In turn, these factors, in conjunction with the other factors listed in Section 2.44 of this ITB, may be considered by the City in determining whether the bidder provides goods or services at the best value for the City.

The City reserves the right to award all or a portion of the work bid depending upon funding or other limitations. Payment will be "lump sum" for each demolition site. No partial payments will be remitted. Work will not be deemed as finished until inspected and accepted by the city inspections staff, Contract Administrator, or his designee.

SUBCONTRACTING

Sections of this bid may be subcontracted out. Any and all subcontracting must have written approval from City of Longview. All Subcontractors must have and maintain the same level of insurance listed in Section 3.02 of this bid document. Copies of proof of insurance are required to be on file with City of Longview prior to any working being done. Awarded contractor is responsible for all activities of subcontractor. All subcontractors must be properly certified to perform assigned projects. All certifications and assurances that are required for any function being performed by a subcontractor must be on file with City of Longview prior to any work being done. Failure to provide appropriate licensed and insured subcontractors will be grounds for termination. Failure of awarded contractor to maintain proper licenses, certifications and insurance will be grounds for termination.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting is scheduled for July 13, 2016 at 10:00 a.m. CST in the Development Services Conference room located at 410 S. High Street, Longview, Texas. This meeting is to answer questions regarding the bid requirements. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-bid meeting is a prerequisite for submitting a bid. **Bids will**

only be accepted from those who are represented at the pre-bid meeting. Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster. The Purchasing Division solicits any comments in regard to these specifications before the date of closing.

5.01 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.

5.02 DEFINITIONS:

Contractor - The person or firm selected for this contract.

City - The City of Longview or its authorized representatives.

Demolition - destruction and removal of building or structures.

Contract Administrator - The City of Longview representative selected to manage this contract.

Supervisor - The Contractor representative with powers to direct the work, exercise precautions, and receive field directions from the Contract Administrator.

5.03 CONTRACTORS DUTIES:

Contractor shall provide services for demolition services and related items including, asbestos abatement, water well plugging and capping, and site clearing of various structures as described herein. The contractor shall provide adequate protection of and shall void interference with person's adjacent property, facilities and utilities. Contractor shall furnish all safety devices such as barricades, warning lights and any other device necessary for the protection of the public and property, and shall remove all safety devices upon completion of each project. The contractor shall immediately drain swimming pools, which will remain empty at all times, whether or not demolition work is in progress. All work performed under this contract is subject to final acceptance by an authorized representative of the City prior to payment.

The Contractor shall furnish all labor, materials and supervision necessary to demolish the structure, be responsible for disconnecting all utilities prior to demolition, remove the interior and exterior debris, and clear the lots to a smooth surface free of debris. This may include out buildings, fences, steps, porches, cement pads, driveways, and debris. The Contractor will be required to plug gas, and/or water and sewer lines left exposed by the demolition. Contractor shall dispose of all refuse, trash and debris generated as a result of this contract at his expense. No items of value, regardless of condition, shall be removed from premises. The Contractor shall provide a competent supervisor to be on the job site during the demolition portion of the work. The Contractor shall supply, as a part of the demolition price, all materials, tools, machinery, and items necessary to complete the work in accordance with specifications.

Work and disposal of material shall be performed in strict compliance with all applicable federal, state and local statutes, codes and regulations, and completed within a reasonable time and in a comprehensive, workmanlike manner in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workmen. All equipment and materials shall be confined to the jobsite. City of Longview does not assume any responsibility for any materials, tools or equipment stored on or about the premises.

Work must be performed during daylight hours only. Contractor is responsible for all service disconnection fees, disposal fees, permits, licenses or fines related to completing the tasks required in this bid.

The contractor must perform any traffic control required during the term of this contract in conformance with TxDot's Barricade and Construction Standards, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Unique work situations may require the preparation of individual Traffic Control Plans (TCP's). If it is determined that a TCP is needed, the contractor shall submit to the City of Longview for approval, a TCP within (72) seventy two hours of demolition. Locations that could pose a hazard to the traveling public shall be signed and delineated using appropriate markings, such as barrels, chevrons, object markers, etc.

When work is completed by the contractor, City of Longview shall be immediately notified so that the work performed can be verified and documented for billing. No property shall be reported by the Contractor as demolished until such lot or parcel is completed. No partial payments will be allowed.

Work request to the Contractor from the Contract Administrator may include more than one property or location, and shall

be termed "packets." A "packet" shall contain no more than 5 sites. Upon receipt of the "packet," the Contractor shall provide an itemized detailed written cost estimate for each property or location in the assigned "packet" to the Contract Administrator within ten (10) calendar days. The Contract Administrator will verify the cost in accordance with the terms of the bid and request a purchase order for the agreed amounts. Any differences in costs will be resolved between the Contractor and the Contract Administrator before a purchase order is issued. Once a purchase order is issued, a copy, listing the cost for each property or location in the "packet", will be submitted to the Contractor. The contractor must begin work on at least one property or location within an assigned "packet" within ten (10) calendar days of the date the purchase order is received. Prior to beginning work, the Contractor shall provide the Contract Administrator with a start date, a listing of demolition sites in the order that they will be completed, contact phone numbers for the Contractor's on-site project manager or supervisor, and any other pertinent information that the Contractor Administrator may require in order to be able to immediately contact the Contractor or his on-site supervisor. Contractor shall complete all work on individual locations or on all addresses contained in an assigned "packet" fifteen (15) days after the start date. Any request for deadline extensions must be submitted in writing to the Contract Administrator prior to the end of the original deadline. Such extensions are granted at the discretion of the Contract Administrator or his/her designee.

The Contractor must obtain all necessary permits for any related work to be performed. **A demolition permit is required.** There will be no charge for this permit. Permitted work shall not be deemed as finished until inspected and accepted by the Contract Administrator.

The Contractor shall exercise precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, which occur as a result of execution of the work. The Contractor shall take or cause to be taken such additional safety precautions or health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded against in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., provided that such provisions are not in conflict with applicable local laws. The Contractor shall maintain accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time for work, arising out of and in the course of employment or work under the contract. The Contractor shall be responsible for any damages to property or injury to persons that occur as a result of his negligence during the course of work performed under this contract. The Contractor shall indemnify and hold harmless the City from any and all liability for injury or death to persons of damages to property resulting from the work.

Underground utilities are present within the limits of this project. The Contractor shall coordinate his operations with the planned utility adjustments and take all necessary precautions to prevent disturbance and/or damage to the utility service.

The Contractor shall perform all work in conformance with applicable codes and requirements related to such work and shall further perform work in a good and workmanlike fashion.

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the City of;

- A. Physical conditions at the site differing materially from those indicated in Contact or Purchase Order;

Or

- B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contact.

Demolition

The contractor shall tear down, break up, dig out, haul away, remove, scrap and/or salvage, and dispose of all building and construction materials and appurtenances associated with the demolition task. Work must begin; weather permitting, within 10 calendar days of notification of requirement. All refuse, trash, and debris generated from each site along shall be disposed of in an approved landfill at contractors own expense. Dump tickets and copy of trip receipt from an approved landfill documenting debris removal and disposal must be provided, if requested. In addition, equipment used must be commensurate to location demolished, that is, large enough to be effective, and small enough to be efficient.

The contractor shall pay for and implement all necessary water and electrical utility disconnects. Septic Systems tanks shall be pumped out then the tank and field lines removed. For payment purposes, the contractor shall measure each structure and related items to be demolished, and these figures shall be approved by City of Longview in writing prior to the commencement of work. All measurements shall be in units of measure as stated on the Bid Response sheet of this

bid. The City reserves the right to inspect the job site(s) at any time.

Asbestos Abatement

Contractor shall utilize the point count method, when drywall/ceiling samples show a low percentage of asbestos. Contractor shall be responsible for the removal of asbestos from structures and providing all necessary decontamination for each site. This shall include, but is not limited to EPA notifications, employee certifications, state licenses, respirator fit-test records, workers releases, air monitoring results and waste disposal notification. The contractor shall provide all labor, material, equipment, fees and permit costs necessary to successfully perform this service. **Certified Asbestos Abatement Contractor License must be on file with the City of Longview prior to abatement.**

Asbestos removed from structures shall be disposed of at a location approved by Federal, State and Local government authorities with the EPA, the Air Quality Review Board and the Texas Department of Health. All documentation forms, as required by Federal, State and/or Local Authorities shall be submitted in a timely manner to the applicable City of Longview Department.

Contractor will collect samples and file a written report with the applicable City of Longview department on all suspected materials including, but not limited to, roof surfacing materials, exterior siding, resilient floor covering, pipe insulation, air conditioning, interior finishing materials, plaster, and ceiling tile. The written report must clearly state whether the asbestos content of the surveyed structure exceeds the maximum allowable limits as defined by the Texas Asbestos Health Protection Act and Rules TAC 25, Chapter 295 and/or the National Emissions Standards for Hazardous Air Pollutants EPA.

Water Well Plugging and Capping

All water wells shall be plugged and capped in accordance with Section 32.017 of the Texas Department of Licensing and Regulations for Water Well Drillers and Pump Installers, Title 2, Water Code, Subtitle D. Water Quality Control, Chapters 32 & 33, and Administrative Rules of the Texas Department of Licensing and Regulations, and the Texas Occupations Code, Chapter 51 and Section 76.702 of the Responsibilities of the Licensee and Land Owner-Well Drilling Completion, Capping and Plugging. (Effective January 3, 1999, 23TexReg 13059; section repealed effective November 8, 2001, 26TexReg 8814; new section effective November 8, 26 Tex Reg8814) of the Texas Department of Licensing and Regulation (Department), Title 16, Texas Administrative Code, Chapter 76, Water Well Drillers and Water well Pump Installers.

Site Clearing

Upon completion of work, the site is to be graded, holes filled-in and made to a presentable appearance without disturbing trees. Fill dirt is to be added if necessary. There shall not be any voids in the grading and compacting of the site. The finished grade must be that expected in a post-construction residential subdivision and consistent with the quality grading of the surrounding homes. The site shall have a smooth appearance. Two rows of sod for silt protection shall be placed where driveways and walkways are removed. Burning or burying of debris on the job site is not permitted. No trees are to be removed during the demolition process without the written consent of the City of Longview.

Removal of Inoperable Vehicles

City of Longview shall be responsible for sending legal notice to last known owner of vehicle and conducting a hearing to determine disposition of said vehicle as per City of Longview Ordinance Section 49-52, "Abatement and Removal of Junked Vehicles".

Once vehicle has been deemed a public nuisance (Junked Vehicle), the City of Longview shall notify the Contractor of vehicles or substantial parts of vehicles to be removed by providing the license plate number, vehicle identification number, make, model and color of the vehicle. The Contractor shall remove such identified vehicles from the property for salvage or scrapping, but in no case shall such vehicles be reconstructed or made operable. Contractor shall notify the State Department of Highways and Public Transportation of the disposition of the vehicle no later than the 5th day after the date of removal of the vehicle. This notification shall identify the vehicle or vehicle part. Contractor shall be required to provide City of Longview with proof of notification within the stated specified time limit.

This section shall only pertain to properties that have been deemed to have sub-standard structures and that have inoperable vehicles located on said property.

Hazardous Materials

IMPORTANT NOTE: IF CONTRACTOR(S), IN PERFORMANCE OF ANY OF THE ABOVE WORK, ENCOUNTERS HAZARDOUS MATERIALS (I.E., ASBESTOS, LEAD, SPILLAGE OF TOXIC WASTE, ETC.), HE IS TO IMMEDIATELY CEASE WORK AND NOTIFY THE CITY OF LONGVIEW TO COORDINATE DISPOSAL OF SAID MATERIALS AND RESUMPTION OF OPERATIONS.

5.04 LIQUIDATED DAMAGES: In the event the Contractor does not complete the work required under this contract within fifteen (15) days after the issuance of a purchase order, unless an extension has been granted by City of Longview, the Contractor shall be liable for and shall pay to the City as liquidated damages the sum of one percent (1%) of the total purchase order amount for each calendar day of delay.

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 a similar product/service.

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

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 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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by 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?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015