


SUBMIT BID TO: CITY OF TEXARKANA, TEXAS PUBLIC WORKS/ CONTRACTS DEPARTMENT MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 919 ELM STREET TEXARKANA, TEXAS 75501		 CITY OF TEXARKANA, TEXAS	
CONTACT PERSON: Amanda Freeland		INVITATION FOR BID	
TEL: 903-798-3942 amanda.freeland@txkusa.org			
TITLE: Mowing-Weed Lots		IFB NUMBER: 21-1906-01	SUBMITTAL DEADLINE: Tuesday September 22, 2020 @ 2:00 pm
PRE-BID DATE, TIME, AND LOCATION: <p style="text-align: center;">None</p>			
Enter Respondent Name:			
Enter Mailing Address:			
Enter the following information:			
Telephone Number: () _____ - _____			
Fax Number: () _____ - _____			
Email Address: _____			

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Signature	Title
Print/Type Name	Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
 FAX RESPONSES WILL NOT BE ACCEPTED**

SPECIAL NOTICE: Due to COVID-19 pandemic, Texarkana, TX offices are open by appointment only. With limited contact. Emailed submittals will be excepted at amanda.freeland@txkusa.org. Please enclose title of email as IFB #21-1906-01. Or by mail to our listed P.O. Box &/ or Physical Address.

PART I
BID FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

- 1) Square foot price for lot cutting and debris removal under 43,560 square feet (1 acre) as required in the bid specifications. \$_____
- 2) Square foot price for properties over 1 acre (43,560 square feet) that requires bush hogging \$_____
- 3) Price per opening on structures to be boarded and secured as described in the bid specification. \$_____ per opening
- 4) Price for debris removal per 5 yards including haul off and disposal.
\$_____

Bidders Name _____ Signature _____

ALL BIDDERS MUST FAMILIARIZE THEMSELVES WITH THE FOLLOWING INSTRUCTIONS TO BIDDING AND GENERAL REQUIREMENTS.

I. INSTRUCTIONS TO BIDDERS
ABOUT THIS DOCUMENT

This document is an Invitation for Bid. The City has requested to set criteria's that will be used in considering the evaluations for awarding this Bid. The City will thoroughly review all Bids received. A Contract will be awarded to a qualified Bidder who has submitted the best Bid overall. **The City reserves the right to select, and subsequently recommend for an award, the Bidding Service which best meets its required needs and quality levels.**

1 EVALUATION PROCESS

- 1.1 All Bidders will be evaluated by an evaluation committee.
- 1.2 The committee will evaluate and numerically score each Bid in accordance with the evaluation criteria included in the Invitation for Bid.

2 SELECTION

- 2.1 Selection shall be based on the responsible Bidder whose Bid is determined to be the most advantageous to the City of Texarkana, Texas considering the relative importance of evaluation factors included in this IFB.

II. GENERAL REQUIREMENTS

1 INTENT

The intent of this Invitation for Bid (IFB) is to provide Bidders with sufficient information to prepare a proposal to become the exclusive Mowing of Weed Lots for the City of Texarkana, Texas Inspection Department.

Contractor shall Furnish all equipment and labor for the annual requirements of Code Enforcement and City lot mowing and/or debris removal for the City of Texarkana, Texas. Work orders will be issued for Code Enforcement lot mowing. Rough mowing and debris removal may be anywhere within the City throughout the year. Contractor will be required to remove minor debris such as paper, trash and limbs. Excessive debris removal will be handled through Code Enforcement as a dumping violation. In the event that the debris removal is in excess, the City will negotiate a price for clearing the lot.

2. EVALUATION CRITERIA

The following criteria will be used to judge and rank submittals:

- 50% Bidder's proposed pricing to the City.
- 25% Bidder's qualifications and experience.
- 25% Bidder's capability to meet the City of Texarkana's needs and requirements

List 3 references of Commercial Mowing experience you currently mow.

REFERENCES

1. Point of Contact _____ Phone Number _____
Name of Business _____

2. Point of Contact _____ Phone Number _____
Name of Business _____

3. Point of Contact _____ Phone Number _____
Name of Business _____

List total years of Commercial Mowing experience.

_____ -Years of Experience

Bidders Name _____

Signature _____

PART II TERMS AND CONDITIONS

BID REQUIREMENTS

- 1.1 **PURPOSE:** This specification is for mowing and debris cleanup of City owned and Code Enforcement weed lots for the City of Texarkana, Texas. The purpose is to establish a contract for mowing throughout the City.
- 1.2 **CONTRACT:** This contract is for a 12-month period and may be renewed for four additional 12-month periods. Such renewal shall be at the same terms and conditions and should be agreed to in writing by both parties prior to the expiration date. Prices shall be fixed for the first 12-month period of the contract.
- 1.3 **RENEWAL OPTIONS:** The City has the right and option to extend the term of the agreement for four additional one (1) year periods upon the same terms and conditions. The City also has the right and option to terminate the agreement upon thirty (30) days written notice.
- 1.4 **TYPE OF BID:** This is a "firm price" type bid. Prices will be firm for one year. After the initial year any request for a price increase may be submitted for review by the Contracts and Inspections Department. The vendor may ask for one price increase per year. All documentation necessary to review and analyze the request must be submitted to the City of Texarkana, Texas Contracts Department. A request for a price increase will only take effect after being authorized by the Contracts and Inspections Department. The City of Texarkana, Texas will accept or reject a price increase within 5 working days after receipt of notice. If increase is rejected, the contractor may cancel the contract by giving seven days written notice. Old prices must be honored on orders approved up to the date of formal notice of cancellation from contractor. Any price increase will not become effective until the Contracts Department issues a written acceptance letter
- 1.5 **INDEPENDENT CONTRACTOR:** CONTRACTOR acknowledges that CONTRACTOR is an independent contractor of the City and that CONTRACTOR shall not be an employee, agent, official or other representative of the City. CONTRACTOR shall not represent, either expressly or through implication, that CONTRACTOR is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the CONTRACTOR.
- 1.6 The City will award the contract to the vendor that has a combination of good pricing, experience, and reputation. The vendor must have workers compensation and liability coverage actively in place for the past 12 months.
- 1.7 **UNSATISFACTORY PERFORMANCE:** The City may consider the following performance by the vendor as unsatisfactory performance. Unsatisfactory performance is grounds for contract termination. An unsatisfactory performance determination shall not be limited to excessive "call backs" to correct unsatisfactory mowing and or failure to mow as requested.
- 1.8 **LIABILITY**
The contractor shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, including city employees, contractor's employees, and any other persons, on or adjacent to the work site. All work shall be performed entirely at contractor's risk.

1.9 EMAIL ADDRESS AND INTERNET ACCESS:

Contractor shall have a working iPad or computer with internet access. The City will transmit work orders via internet. The Contractor will send before and after pictures the same. Contractor must be able to send and receive email.

1.10 INSURANCE REQUIREMENTS:

Prior to the award of this contract by the City and before commencing work, the successful bidder shall be required, at his own expense, to furnish the City of Texarkana, Texas, Contracts Department within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City, and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

- (a) Commercial General Liability insurance at minimum combined single limits of \$500,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$100,000 per each accident/\$500,000 by disease aggregate/\$100,000 by disease each employee.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$500,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the City.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

- (1) The City shall be named as an additional insured with respect to general liability.
- (2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.

(3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

(4) All insurance policies shall be endorsed to the effect that the City will receive at least a 10-day notice prior to cancellation, nonrenewal or termination of the insurance.

(5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

1) A financial rating of A: VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.

2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1) The insurance set forth by the insurance company is underwritten on forms, which have been approved by the Texas State Board of Insurance.

2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

PART III SPECIFICATIONS

1. SCOPE OF WORK:

Furnish all equipment and labor for the annual requirements of Code Enforcement and City lot mowing and/or debris removal for the City of Texarkana, Texas. Work orders will be issued for Code Enforcement lot mowing. Mowing and debris removal may be anywhere within the City throughout the year. Contractor will be required to remove minor debris such as paper, trash, limbs, sticks and yard waste that will fit in 3 or less 42-gallon size contractor trash bags per lot. Contractor shall be responsible for disposal. Excessive debris removal will be handled through Code Enforcement as needed.

Vegetative debris (sticks and limbs, fallen trees, leaves) can be taken to the Wastewater Treatment Plant located at South State Line.

This contract is for mowing services beginning October 1, 2020 through September 30, 2021 unless terminated by either party with 30 days-notice in writing.

2. PERFORMANCE STANDARDS AND SPECIFICATIONS:

All lot mowing shall be in accordance with the following performance standards:

A Work Orders:

- Inspections Department will transmit work orders via internet. Said work orders shall specify lot location and size.
- The Contractor shall notify Inspections in the event a lot or parcel is listed on the Work order has been cleared and/or mowed partially or entirely prior to the arrival of the Contractor for a decision on whether to proceed.
- The Contractor shall commence work in accordance with each specific Work order and shall provide sufficient labor, materials and equipment to insure the completion of the work within a timely manner.
- The Contractor is expressly prohibited from entering into a private contract or agreement with the owner of a lot or parcel upon which the City has authorized mowing.
- The Contractor is required to periodically update the City after a lot or parcel has been cleared or mowed.
- Upon receipt of a Work order, Contractor is authorized to commence work pursuant to said order.

B Lot Location:

All lots which are the subject of a specific Work Order will be identified by the City by legal description and/or GPS coordinates, and by street address, where available. It shall be the responsibility of the Contractor to carefully identify all lots described in each Work order before proceeding to work on same.

- C Mowing:
Vegetative growth shall be mowed to a maximum height of three (3) inches on all lots including all Right of Ways and ditches, and ½ of any adjoining alleys. Vegetative growth of less than ½” in diameter shall be cut to a height of no more than 3” against a structure. Contractor will take a picture or video of the mowing crew at the start of mowing that lot and after it is mowed. Those pictures will be transmitted to Inspections for their record and could be used in Code Enforcement court cases.
- D Debris Disposal:
Contractor shall be responsible for removing minor debris such as paper, limbs, and other small items in the way of mowing. Cuttings resulting from the mowing of vacant lots may be prohibited to remain on the subject property. Raking and collection requirements on individual properties will be indicated by the City on the issued work order. The price for raking will be negotiated with the Contractor. At the discretion of the Contractor and with the consent of the City, recyclable materials may be segregated from other materials and becomes the property of the Contractor for the purpose of recycling.
- E Boarding and Securing Structures:
Occasionally structures determined by the City to be open and vacant must be boarded and secured. Boards must be attached with screws and be sized to fit the opening. All materials used must be approved by the City.
- F Fence Line Maintenance:
Weed-eating and associated fence line vegetation removal may be required for certain lots or parcels adjacent to private property. The contractor will not be expected to clear an overgrown fence row that has gone over and beyond normal weed-eating. Normal weeding is described as vegetative growth with a diameter of less than 1/2 inch.
- G Work performed by the Contractor shall be contained to the assigned property. Sidewalks and roads will be cleared of work debris, such as clippings without encumbering adjacent properties.
- H The Contractor and employees of the Contractor will conduct themselves in a courteous and professional manner at all times. Abusive and/or annoying language or behavior in the presence of adjacent property owners will not be tolerated. Complaints from citizens of this nature may be cause for termination of this contract, with cause.
- I Compensation:
The Contractor shall submit an invoice to the Inspections Department after completion of all work listed on a specific Work order. In no event will the Contractor be entitled to compensation for mowing and/or debris removal or disposal for any lot or parcel not listed in an individual Work order; nor shall the Contractor be entitled to payment for mowing for any lot or parcel which has been mowed prior to the Contractor commencing work at said lot or parcel.
- J Property Damage:
The Contractor shall protect any adjoining properties from damage and shall repair any damage caused by the Contractor or any agents of the Contractor. In the event that any damage occurs, the contractor shall report all damage and provide pictures of such damage to Inspections.

- K Hours of Work:
Work may be done only during normal working hours: 7:00 A.M. to 7:00 P.M., Monday through Saturday. No work is to be done on Sunday or City Holidays.
- L Unsatisfactory Performance:
The contractor agrees to correct within five (5) working days after notification by the Inspections Department, of any work previously performed that does not meet the City's specifications. Where necessary, an agent or employee of the City shall meet the Contractor during normal working hours at the subject location to indicate discrepancies in the work performed. If unsatisfactory performance continues the Contractor may be in default of contractual obligations.
- M Contractor Competency:
The Contractor agrees, during the period of the contract, to maintain the necessary facilities, abilities, equipment, insurance and financial resources to perform the work contemplated herein in a manner satisfactory to the City, and within the time specified; and that the Contractor shall secure and maintain all licenses and permits which may be required during the period of this contract and further agrees to comply with all applicable federal, state and local laws and regulations during the performance of this contract.

PART IV
GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

THESE GENERAL CONDITIONS APPLY TO ALL BIDS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT. THE CITY SHALL MEAN THE CITY OF TEXARKANA, TEXAS.

1. **REQUIRED INFORMATION:** The Bid form section of the Bid packet must be completed prior to the date and time set for the Bid opening and included with the Bid packet or the vendor will be found non-responsive.
2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any Bid packet submitted and subsequent Purchase Order or Contract.
3. **ERROR-QUANTITY:** Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.
4. **AWARD:** The City of Texarkana, Texas reserves the right to accept or reject any and all Bids in whole or in part and waive any minor technicality and enter into Contract deemed to provide the **best value** to the City.
The City of Texarkana, Texas reserves the right to award a separate Contract to separate vendors for each item/group or to award one Contract for the entire Bid.
 - 4.1 The Contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Texarkana, Texas. In determining the best value for the City of Texarkana, Texas, the City may consider:
 - (a) The purchase price;
 - (b) The reputation of the bidder and of the bidder's goods or services;
 - (c) The quality of the bidder's goods or services;
 - (d) The extent to which the goods or services meet the City's needs;
 - (e) The bidder's past relationship with the City;
 - (f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses (HUB) and non-profit organizations employing persons with disabilities.
 - (g) The total long-term cost to the City to acquire goods or services; and
 - (h) Any relevant criteria specifically listed in the Invitation to Bid.
 - 4.2 All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Conditions may result in disqualification of bid.
 - 4.3 In case of tie Bids, preference will be given to local bidders.
 - 4.4 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

Responsible Bidder Criteria: The City shall consider only responsible bidders. Responsible bidders are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the Contract. The City may also consider references and financial stability in determining a responsible Bidder.

5. **INVOICES:** Invoices shall be submitted by the successful bidder to the City of Texarkana, Texas, Inspections Department, PO Box 1967, Texarkana, Texas 75504
6. **PAYMENT TERMS:** Net 30 days.
7. **TAXES:** The City of Texarkana, Texas is exempt from Federal Manufacturer's excise and state sales tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.
8. **DELIVERY PROMISE:** Bids must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.
9. **FUNDING:** The City of Texarkana, Texas is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
10. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this Contract in whole, or part, without the prior written consent of the Contracts Department.
11. **LATE BIDS:** Bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Texarkana, Texas is not responsible for the lateness of mail carrier, weather conditions, etc.
12. **ALTERING BIDS:** Bid prices cannot be altered or amended after submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the Bid, guaranteeing authenticity.
13. **WITHDRAWAL OF BIDS:** A Bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of Bid without written approval of Contracts Department, and bidder so agrees upon submittal of Bid.
14. **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 Texarkana, Texas.
15. **ADDENDA:** Any interpretations, corrections or changes to this Bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Texarkana, Texas Contracts Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the addenda contain changes to the "specification" or "Bid form", bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

16. **Contractor shall release, defend, indemnify and hold harmless the City** and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend City against all such claims.
 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by the City in writing. The City reserves the right to provide a portion or its own entire defense; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of contractor's obligation to defend the City or as a waiver of contractor's obligation to indemnify the City pursuant to this contract. Contractor shall retain the City approved defense counsel within seven (7) business days of the City's written notice that the City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time-period, the City shall have the right to retain defense council on its own behalf, and contractor shall be liable for all costs incurred by the City.
17. **TERMINATION:** The City of Texarkana, Texas 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 reserves the right to terminate the Contract immediately in the event the successful bidder fails to; 1.) meet delivery schedules or 2.) otherwise perform in accordance with these specifications or 3.) the City of Texarkana, Texas may terminate this Contract for any reason with 30 days written notice.
18. **VENUE:** This agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Bowie County, Texas.
19. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City charter, and City code of conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service".
20. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any bid, quotation, or proposal.
21. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

22. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a Bid at Bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such Bid as responsive. The City will make a determination as to the responsiveness of Bids submitted based upon compliance with all applicable laws, the City of Texarkana, Texas Purchasing guidelines, and project documents, including but not limited to the project specifications and Contract documents. The City will notify the successful bidder upon award of the contract and, according to state laws; all Bids received will be available for inspection at that time.
23. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
24. **PRICE:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.
25. **CONFLICT OF INTEREST:** 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 Texarkana, Texas.
By signing and executing this Bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Bid.

26. **DISCLOSING "INTERESTED PARTIES" TO A CONTRACT, HB1295**

A governmental entity (the City) or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency "controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) A list of each interested party for the contract of which the contracting business entity is aware; and
- (2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Affiliations or business relationships with City of Texarkana, Texas officers, or certain family members or other businesses of the City of Texarkana, Texas officer, and certain employees or other contractors of the City of Texarkana, Texas with which such persons do business.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2016. A violation of the filing requirements is a Class C misdemeanor.

City of Texarkana, TX
Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the Contract.

COMPANY NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____
