



# Gregg County Purchasing Department

*Kelli L. Davis, CPPB, NIGP-CPP, Purchasing Agent*

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)

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June 13, 2022

Richard Conwill  
Southern Tire Mart, LLC

Mr. Conwill,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for Tires, Tubes, and Services (Contract RFP- 2022-13) on June 13, 2022 to your firm/business.

I want to thank you for Qualification Statement; Gregg County looks forward to working with you.

If you have any questions or problems throughout the contract period; please feel free to contact my office.

Regards,

Kelli Davis, CPPB, NIGP-CPP  
Gregg County Purchasing Agent  
Longview, Texas

**CONTRACT BETWEEN  
SOUTHERN TIRE MART, LLC AND  
GREGG COUNTY, TEXAS**

This Contract is executed by and between **Southern Tire Mart, LLC** and Gregg County, Texas, hereinafter called **CONTRACTOR AND COUNTY**.

It is **AGREED** and **UNDERSTOOD** that this Contract is for tires, tubes, and services for Gregg County, Texas.

It is **AGREED** and **UNDERSTOOD** that this Contract includes **Exhibit A**: Gregg County Standard Terms and Conditions attached herein.

The Contractor shall have tire responsibilities, per RFP 2022-13: Tires, Tubes, and Services for Gregg County, Texas proposal from Southern Tire Mart, LLC, referred to as **Exhibit B**.

**The Contractor's responsibilities shall include the following:**

- Contractor will provide tire, tubes, and services for Gregg County.
- All work shall be done in compliance with all applicable local, State and Federal laws, rules, and regulations in effect at the time of service.
- Contractor shall supply all labor, supplies, equipment required for completion of services.
- Contractor shall **MOVE LAW ENFORCEMENT VEHICLES TO THE FRONT OF THE LINE ANYTIME SERVICE OR TIRES ARE NEEDED.**
- County property shall be protected from damage by all equipment.

**Insurance**

- A. The Contractor shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The Contractor shall carry liability insurance in the following amounts: \$100,000 - \$500,000 bodily injury and minimum \$100,000 property damage.
- C. The Contractor shall supply copy of insurance coverage to County upon request and/or upon any change in coverage.

**Termination Provisions**

The term of this Contract shall be for 24 months **beginning** 6-13-2022 **and ending on** 6-12-2024. This Contract will **automatically renew** at the end of the initial term for additional one (1) year terms unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. In the case of default by the Contractor for failure to meet conditions set forth in this contract, the County shall have the right to cancel this contract by giving ten (10) days written notice to the Contractor. The County agrees to give the Contractor written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the Contractor of its intention to cancel the contract. In the event of cancellation or termination, Gregg

County shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract. Gregg County shall pay all costs due up to the effective date of the cancellation or termination of the contract.

#### **Early Termination of Contract and Late Fees**

In the event that Gregg County cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due as required by law.

#### **Contract Amendments**

- A. This contract may be amended from time to time by mutual agreement of both the Contractor and the County.
- B. All amendments shall be in writing and approved by the Gregg County Commissioners Court and the Contractor's authorized representative.

#### **Payment Terms**

Gregg County shall pay the Contractor for services submitted in RFP 2022-13: Tires, Tubes, and Services the fee specified in **Attachment B, (proposal from Southern Tire Mart, LLC)** which is attached hereto and incorporated herein for all purposes. The County will pay the entire balance due for services rendered upon Gregg County's satisfaction with completion of each job, and the County will make payment to Contractor within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local governmental entities.

#### **Additional Contract Terms**

1. This contract will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the contract will be in the State District Courts in Gregg County, Texas or the federal district courts for Gregg County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
3. The Parties agree that under the Texas Constitution and laws of the State of Texas, Gregg County cannot enter into an agreement whereby Gregg County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Gregg County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
4. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental/sovereign immunity and limitations on liability.
5. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled; therefore any provisions to the contrary are hereby deleted.
6. The Parties agree and understand that in the event the Contractor cannot perform a task needed by Gregg County, Gregg County has the right to obtain quotes from other Contractors in order to satisfy the needs of the County.

**EXHIBIT A**

**STANDARD TERMS & CONDITIONS**

**By returning a response to this RFP with price(s) quoted and forms executed, Respondent's certify and agree to the following:**

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Gregg County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Gregg County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Gregg County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Gregg County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
  - ✓ Have adequate financial resources, or the ability to obtain such resources as required.
  - ✓ Be able to comply with any required or proposed delivery schedule.
  - ✓ Have a satisfactory record of performance.
  - ✓ Have a satisfactory record of integrity and ethics.
  - ✓ Be otherwise qualified and eligible to receive the award.
5. Invoices shall be sent to the Gregg County Purchasing Department, 101 East Methvin, St. 205, Longview, TX, 75601. Invoices must detail the materials/equipment/services delivered and **must reference the Gregg County Purchase Order Number.** Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Longview, Gregg County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Gregg County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Gregg County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Gregg County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Funding Clause - Payments required to be made by Gregg County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Gregg County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Gregg County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to

verification and approval by the purchasing agent. Thereupon, Gregg County will be released from its obligation to make further payments.

15. Gregg County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in Bids tendered. Bids offered must be complete and all inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in bid prices.
16. Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties and based on the most recent published Consumer Price Index at the time of the request. Gregg County will use the most recent year-over-year data available at the time of request. Gregg County reserves the right to accept or reject the request for a price increase and if appropriate, to utilize other resources in evaluating escalation requests, including requesting confirmation from the manufacturer. This clause also enables Gregg County to seek de-escalation on the basis of the same cited index, terms, and other resources.
17. Gregg County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Gregg County.
18. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
19. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Bids may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
20. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
21. Respondent must provide a certificate of insurance conforming to the below listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject agreement.

22. Gregg County reserves the right to terminate an agreement/contract at any time, without cause, upon ten (10) days written notice to Respondent. Upon termination, Gregg County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Gregg County shall not be liable for loss or reduction in any anticipated profit.
23. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
24. Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.
25. Respondents must agree to provide the following information as part of this Bid:
  - ✓ Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
  - ✓ Name of contact person (single point of contact with the Respondent).
  - ✓ List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - ✓ List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the Bid until the rejection or award of the bid/RFP.
26. Gregg County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Gregg County Commissioners Court. Gregg County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
27. Gregg County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
28. Costs of preparation of a response to this request for bids are solely those of the Respondent. Gregg County assumes no responsibility for any such costs incurred by the

Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

29. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for Bid. Gregg County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
30. Respondent understands and agrees that in returning a response to this Bid/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Gregg County Commissioners Court; if any.
31. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a Bid be considered if submitted to any other person or department other than specifically instructed.
32. Gratuities— Gregg County may, by written notice to the Respondent, cancel this contract without liability to Respondent if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.
33. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Respondent of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
34. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or



any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

35. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of the Buyer. Any attempted assignment or delegation by Respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
36. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
37. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
38. Applicable Law - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
39. Advertising - Respondent shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
40. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
41. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Longview, Gregg County, Texas.
42. No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.

43. The contents of each Responders bid, including specifications shall remain valid for a minimum of 60 calendar days from the Bid due date.
44. All documents submitted as part of the Responders offering will be deemed confidential during the evaluation process.
45. Subcontracting: The Responder must function as the single point of responsibility for the Agency. No Responder shall submit a Bid comprised of separate software packages from multiple subcontractors.
46. Investigation of Conditions: Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
47. Contract Award:
  - 1) Gregg County reserves the right to reject any or all bids and to waive any minor informality or irregularity in a Responders response if deemed in the best interests of the County.
  - 2) Award of a contract (if any) resulting from this bid will be made only by written authorization from Gregg County Commissioners Court.
48. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions: Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Gregg County, Texas. Addendum will be mailed, emailed,

or faxed to all that are known to have received a copy of the Bid. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

53. Patents/Copyrights: The successful Respondent agrees to protect Gregg County from claims involving infringements of patents and/or copyrights.
54. Contract Administrator: The Contract Administrator will serve as sole liaison between the Gregg County Commissioners Court and affected Gregg County Departments and the successful Respondent. Unless directly outlined in this specification the Respondent shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the Bid process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Respondents will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
55. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
  - (a) Name and address of successful Respondent;
  - (b) Name and address of receiving department and/or location;
  - (c) Gregg County Purchase Order number; and,
  - (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must show all information as stated above, and will be issued for each purchase order.
58. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty: Successful Respondent shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
60. Remedies: The successful Respondent and Gregg County agree that both parties have all

rights, duties, and remedies available as stated in the Uniform Commercial Code.

61. Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
62. The Respondent shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Respondent, its agents, representatives, volunteers, employees or subcontractors. The Respondents insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Respondents insurance and shall not contribute to it. Further, the Respondent shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**
63. ***Standard Insurance Policies Required:***
  - a. Commercial General Liability Policy
  - b. Automobile Liability Policy
  - c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Gregg County.
- e. All insurance policies shall be furnished to Gregg County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Gregg County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

64. **Workers Compensation Insurance** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Respondents or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Respondents and subcontractors must use that portion of the form whereby the hiring Respondent agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

**Definitions:**

**Certificate of coverage ("certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**Duration of the project** - includes the time from the beginning of the work on the project until the Respondents/person's work on the project has been completed and accepted by the governmental entity.

**Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code})** - includes all persons or entities performing all or part of the services the Respondent has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the

project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Respondent shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Respondent providing services on the project, for the duration of the project.
- The Respondent must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Respondents current certificate of coverage ends during the duration of the project, the Respondent must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Respondent shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
  - (2) no later than seven calendar days after receipt by the Respondent, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (3) The Respondent shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Respondent shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Respondent knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Respondent shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Respondent shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory

- requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Respondent, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the Respondent, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) obtain from each other person with whom it contracts, and provide to the Respondent:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Gregg County, or providing, or causing to be provided a certificate of coverage, the Respondent who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Respondent to administrative penalties, criminal penalties, civil penalties, or other civil actions.

***CERTIFICATES OF INSURANCE*** shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
  - b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
  - c. All endorsements and insurance coverage according to requirements and instructions contained herein.
  - d. The form of the notice of cancellation, termination, or change in coverage provisions to Gregg County.
  - e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.
- Bids /may be withdrawn at any time prior to the official opening. Alterations made before

the opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Bids become the property of Gregg County and may not be amended, altered or withdrawn without recommendation of the Gregg County Purchasing Agent and the approval of the Gregg County Commissioners Court.

- This Bid is issued in compliance with the County Purchasing Act Texas Local Government Code 262.030.
- **Prompt Payment Clause** - Gregg County, Texas will, after acceptance of goods or services and the receipt of a proper invoice from the awarded Respondent, process request for payment, said payment to be paid within forty-five (45) days. Prime Respondents shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) workdays of receipt of payment to the prime Respondent from the County. Upon satisfactory completion of a contract, the County and/or prime Respondent will ensure that any retainage payments are returned within thirty (30) workdays. Failure to comply with the terms of this requirement may be grounds for termination of the contract by the County.
- **Confidentiality:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered to be confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION". Please be advised that Gregg County cannot and will not make any agreement to withhold information from the public that is contrary to the County's responsibility under the Act.
- Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Gregg County reserves the right to waive any inconsistencies mentioned above to make an award in the best interest of the County.
- Respondents may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:
  1. Reason for believing collusion exists among the Respondents.
  2. Reasonable grounds for believing that any respondent is interested in more than one Bids for the work contemplated.
  3. The Respondent being interested in any litigation against the county.
  4. The Respondent in arrears on any existing contract or having defaulted on a previous contract.
  5. Lack of competency as revealed by a financial statement, experience. And equipment etc.
  6. Respondents shall not owe delinquent property tax in Gregg County.
  7. Respondent past performance record with Gregg County.
  8. Limited competition.



- The successful Respondent may not assign their rights and duties under award without written consent of Gregg County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
- Respondents are encouraged to review this entire Request for Bids Packet (BID). All questions regarding this Bid must be in writing and sent by email to Purchasing Agent Kelli Davis at [kelli.davis@co.gregg.tx.us](mailto:kelli.davis@co.gregg.tx.us) or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Bids may be grounds for elimination from the selection process.
- TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD GREGG COUNTY, ITS OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (i) RESPONDENTS BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT. RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES, MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME, AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE, OR FEDERAL GOVERNMENT AGENCIES.

### ***BONDING REQUIREMENTS***

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Gregg County may require the Respondent to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Gregg County Commissioners Court and prior to commencement of the actual work, the successful Respondent shall furnish a performance bond to Gregg County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$25,000.00, the successful Respondent shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime Respondent or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before Respondent begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$100,000.00, the successful Respondent shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Gregg County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the Respondent begins the work.

### ***CRIMINAL BACKGROUND CHECKS***

**Criminal background checks will be performed on any Awarded Respondents, and employees that will require them to enter/work in any sensitive security areas at any of Gregg County's Facilities. These include, but are not limited to, Gregg County Airport, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails and Gregg County Juvenile.**

**The following will apply to awarded Respondent personnel.**

- The successful respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Respondent personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all Respondent personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check. **The Criminal Background Check applies to the individual and not the company.**



**Cover Letter/ Respondent Profile & Experience**

Contact: Richard Conwill, Director of Government Sales  
800 Highway 98, Columbia, MS 39429  
Phone: 877-786-4681 Fax: 601-651-0655  
richard.conwill@stmtires.com

Southern Tire Mart  
Government Sales  
800 Highway 98  
Columbia, MS 39429

(877) 786-4681 Office  
(601) 651-0655 Fax

gov-sales@stmtires.com  
www.stmtires.com

Southern Tire Mart, LLC (STM) is the largest independently owned commercial tire dealer and retread manufacturer in the United States. In the past 19 years, we have expanded our business to operate fifteen Bandag manufacturing facilities, 100+ commercial service locations and have over 3,500 employees located in 15 states with annual sales exceeding \$2,000,000,000.00. With our strategically located facilities, we can effectively service most, if not all, of your needs throughout the state. The store servicing this account is located at 3744 W Loop 281, Longview, TX 75604.

Our employees are dedicated to providing customers with the most innovative and highest quality service in the industry. We make fleet maintenance simple through advanced technology, detailed reporting and innovative communication. The staff is well trained and knowledgeable and will be able to aid customers with any service need 24 hours a day, seven days a week. We will always strive to meet our customer's budget needs, while consistently exceeding expectations.

The accolades mentioned below indicate STM's commitment to customer service in the transportation industry (commercial and government customers alike).

- 2021 Tire Dealer of the Year Award
- 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014 North American Commercial Tire Dealer (Top 10)
- 2021, 2020 2019, 2018, 2017, 2015 North American Retreader (Top 10 dealers ranked by Modern dealers ranked by Modern Tire Dealer/Tire Business)

Thank you for allowing us the opportunity to submit our offer for the bid, and we welcome any questions you may have regarding the same.

Best Regards,

A handwritten signature in black ink, appearing to read "Richard Conwill", written over a white background.

Richard Conwill  
Director of Government Sales

**Solutions Provider to the Transportation Industry**



## **REQUEST FOR PROPOSALS**

*The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying documents are for your convenience in submitting an offer for the enclosed reference services for:*

***RFP# 2022-013***

### ***TIRES, TUBES, AND SERVICE FOR GREGG COUNTY, TEXAS***

**CLOSING DAY AND TIME: Sealed response will be received no later than:**

**2:00 P.M. CST Tuesday, May 10, 2022**

**MARK ENVELOPE:**

RFP# 2022-13 Tires, Tubes, and Service

**RETURN RESPONSE TO:**

*Gregg County Purchasing Office  
Attn: Kelli Davis, Purchasing Agent  
101 East Methvin Street, Suite 205  
Longview, Texas 75601*

**QUESTIONS:** regarding this solicitation should be directed to Kelli Davis at (903) 237-2686 [kelli.davis@co.gregg.tx.us](mailto:kelli.davis@co.gregg.tx.us) on or before time and date. Information in response to any inquiry may be published as an addendum. Addendums can be found on the Gregg County website [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department page.

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*This Table of Contents is intended as an aid to Respondents and not as a comprehensive listing of the RFP package. Respondents are responsible for reading this entire document and complying with all specifications.*

**GREGG COUNTY, TEXAS  
REQUEST FOR PROPOSALS  
NOTICE OF INTENT**

Issue Date: April 13, 2022 8:30am CST

Title: RFP# 2022-13 Tires, Tubes, and Service for Gregg County

Issuing and Using Agency: Gregg County  
Attn: Purchasing Department  
Kelli Davis, Purchasing Agent  
101 East Methvin, Suite 205  
Longview, Texas 75601

Gregg County desires to engage a qualified and experienced Respondent to provide tires, tubes, and additional services as necessary for Gregg County. This document is issued in compliance with the County Purchasing Act Texas Local Government Code.

Solicitation documents are now posted on the Gregg County Website [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department webpage. Please click on the *Current Bids Tab* to download the RFP document. Only paper responses are allowed for this RFP; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Purchasing Agent.

All documents relating to this Request for Proposal including but not limited to, the RFP document, questions and responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the *addendums tab* and available for download by bidders and other interested parties. *It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the RFP due date.*

## PROPOSAL INSTRUCTIONS

**Proposal Requirements:** Respondents shall send two (2) sets of SEALED proposals: one with original signatures and one copy. Respondent shall also submit one flash drive (jump, thumb) with a copy of their proposal packet downloaded. All shall be sealed and marked RFP# 2022-13 Tires, Tubes, and Services for Gregg County and mailed/hand delivered to the address below by the closing date specified. A facsimile transmission is not an acceptable response to this RFP Process and will not be considered.

**Gregg County Purchasing  
Kelli Davis, CPPB, NIGP-CPP  
Purchasing Agent  
101 East Methvin, St. 205  
Longview, Texas 75601**

**Sealed Proposals Required:** All proposals must be sealed when returned to Gregg County. All proposals must be received in the office of the County Purchasing Agent no later than 2:00P.M.CST, May 10, 2022 (see purchasing office address on page 3)

**Addenda** – No oral representations as to the meaning of the RFP will be made to any Respondent. Any explanation desired by a Respondent must be submitted in writing. (see questions deadline) Any changes, interpretations, or corrections to this document will be made by addenda. Addendums can be found on the Gregg County website at [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department Page under the tab labeled “Bids/Addendums”.

**Public Bid Opening:** RESPONSES WILL BE received and publicly acknowledged at the Gregg County Purchasing Department at 101 East Methvin, Suite 205, 2<sup>nd</sup> Floor Courthouse, Longview, Texas 75601 at 2:00PM CST May 10, 2022. Respondents, their representatives and interested persons may be present; only the names of the vendors who submitted a response will be read aloud – all information will remain confidential until a contract is awarded; if any.

**Late bids/proposals/:** Any responses received after the date and/or hour set for in this RFP document will not be accepted. The late Respondent will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at bidder’s expense, or destroyed with written authorization.

**Mail & Delivery of bids/proposals/proposals:** If responses are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the RFP to the Purchasing Department before the advertised due date and time. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the RFP opening, responses thus delayed will not be considered and will be disposed of as authorized.

**Questions/Contact Info:** Respondents are encouraged to review this entire Request for Proposal Document (RFP). All questions regarding this RFP must be in writing and sent by email to Purchasing Agent Kelli Davis at [kelli.davis@co.gregg.tx.us](mailto:kelli.davis@co.gregg.tx.us) or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Proposal may be grounds for elimination from the selection process.

**DEADLINE TO SUBMIT QUESTIONS IS: 5:00PM CST, May 03, 2022.**

**Decline to submit response:** If no response is to be submitted, do not return the solicitation. A letter should be sent to the Gregg County Purchasing Agent whether future solicitations for the type of supplies/services are desired. Failure of the recipient to notify Gregg County that future solicitations are desired may result in removal of the of recipient from the mailing list for the type of supplies or services.



## TERMS & CONDITIONS

### **Late Proposals:**

Gregg County reserves the right to not accept late proposals. Each Respondent is responsible for insuring that responses to this RFP have been delivered by the date, time and to the location as specified in this Request for Proposal Document. The receipt of the responses submitted will be acknowledged as received only, and does not constitute any acceptance by Gregg County as an offer. Documentation will become a part of the Commissioners Court minutes only after selection is made, if any.

### **Contracting Authority:**

Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

### **Disadvantages Business Enterprise (DBE)**

Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.

### **BAFO:**

Gregg County reserves the right to request Best and Final Offers from Respondents including any necessary re-scoring as a result of the Best and Final Offers received.

### **Cost of Preparation:**

Costs of preparation of a response to this request are solely those of the Respondent including but not limited to any expenses incurred for interviews, presentations or negotiations. Gregg County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

### **Confidentiality during Evaluation Process:**

All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.

### **Rejection of Responses:**

Gregg County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 15 business days after approval of the selection by the Gregg County Commissioners Court.

### **Ethics/Gratuities:**

Gregg County may, by written notice to the Awarded Respondent, cancel any contract without liability to Awarded Respondent if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing

of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Awarded Respondent in providing such gratuities.

**Compliance with RFP terms:**

Respondents are cautioned that exceptions to these terms, conditions, and attachments may result in rejection. Any awarded respondent will be expected to execute a contract separate from this document but includes this document as part of the contract.

**Confidentiality:**

Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered to be confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION". Please be advised that Gregg County cannot and will not make any agreement to withhold information from the public that is contrary to the County's responsibility under the Act.

**Non-responsive / Proposal Rejections:**

Proposals may be deemed non-responsive, among other reasons, for any of the following reasons:

1. Proposals containing inconsistencies
2. Unbalanced value of terms
3. Respondents may be disqualified and not considered, among other reasons, for any of the following specific reasons:
  - Reason for believing collusion exists among the Respondents.
  - Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
  - The Respondent being interested in any litigation against the county.
  - The Respondent in arrears on any existing contract or having defaulted on a previous contract.
  - Lack of competency as revealed by a financial statement, experience.
  - Respondents shall not owe delinquent property tax in Gregg County.
  - Respondent past performance record with Gregg County.
  - Limited competition.

**Multiple Vendor Award:**

Gregg County reserves the right to award multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

**Insurance Requirements:**

Respondent shall furnish to the Counties Procurement and Purchasing Division evidence of insurance with the coverage conditions and policy limits set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference. Submitted evidence of coverage shall demonstrate strict compliance to all requirements. The County of Gregg shall be listed as an "Additional Insured". Issuance of a work order is contingent upon the proper insurance documents. All insurance shall be maintained until work has been completed and accepted by the County. The Successful Respondent shall, at its sole expense, maintain in full force and effect at all times during the life of the agreement, insurance coverage's and limits (including endorsements), as described herein. Each policy shall provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as Counties review or acceptance of insurance maintained by any RFP responder are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by any RFP responder under the Agreement.

## CRIMINAL BACKGROUND CHECKS

Criminal background checks will be performed on any Awarded Respondents, and employees that will require them to enter/work in any sensitive security areas at any of Gregg County's Facilities. These include, but are not limited to, Gregg County Airport, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails and Gregg County Juvenile.

**The following will apply to awarded vendor personnel.**

- The successful respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your Respondent may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your Respondents' refusal to agree to these terms. Award could also be affected if your Respondent is unable to supply personnel who can pass a Criminal Background Check. The Criminal Background Check applies to the individual and not the company.

## PROPOSED SCHEDULE

**This is just a proposed schedule, Gregg County reserves the right to change or extend the dates listed below at any time.**

<b>RFP issue date</b>	<b>April 13, 2022</b>
<b>Deadline to submit questions</b>	<b>May 03, 2022 by 5:00pm CST</b>
<b>RFP proposal deadline</b>	<b>May 10, 2022 by 2:00pm CST</b>
<b>Committee evaluations</b>	<b>May 11 – TBD</b>
<b>*Interviews (if requested)</b>	<b>N/A</b>
<b>Committee Recommend to CC</b>	<b>May 26, 2022</b>
<b>Anticipated Start Date</b>	<b>May 26, 2022</b>

**\*Gregg County reserves the right to request further information and interviews from just one, two, some, or all Respondents.**

## SCOPE OF WORK

Gregg County is requesting sealed proposals from qualified Respondents to provide Tires, Tubes, and Service for Gregg County. Gregg County reserves the right to accept or reject any/all of the proposals received, purchase from any State contract and/or inter-local agreement and or award contracts in lump sum or in parts. All contracts must be approved by the Gregg County Commissioners Court. Prices and services will remain the same throughout the contract period. Project(s) shall be compliant with the Industry Standards and the Laws of the State of Texas.

The scope of this proposal includes specific full lines of tires and tubes as covered in the MPL and related services in the following sub-categories:

### 1. TIRES AND TUBES

- 1.1. Pursuit and Performance Tires.
- 1.2. Automobile/Passenger Vehicles.
- 1.3. Light Duty Trucks: Radial and Bias.
- 1.4. Medium Commercial/Heavy Duty Trucks
- 1.5. Off-the Road OTR: Radial and Bias.
- 1.6. Agriculture/Farm.
- 1.7. Industrial.
- 1.8. Specialty Tires.

### 2. SERVICES

Respondents are asked to propose on each of the below mentioned services that may be performed by their Approved Distributors to include any parts and labor as a total on their bid form. If any Respondent does not offer any of the below listed items they should mark it as NA. If awarded a contract, the awarded Respondents are responsible for the timeliness and quality of all services provided by individual distributors under this RFP.

- 2.1. Tire Installation w/purchase in store includes dismount of used tires and tubes.
- 2.2. Change tire, dismount and mount.
- 2.3. Flat repair, remove, repair and mount.
- 2.4. Flat repair, off vehicle.
- 2.5. Rotate mounted tires (per tire).
- 2.6. New valve stem rubber or metal.
- 2.7. Wheel balance - computer spin balance (per tire).
- 2.8. Wheel balance/Valve stem combo.
- 2.9. Alignment services.

2.10. Emergency tire repair-road side assistance (per hour).

2.11. Used tire recycle/disposal fee (per tire).

### **PRODUCT AND SERVICE SPECIFICATIONS**

**2.1 General Tire Specifications:** All tires shall be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with "DOT" compliance symbol. Tires shall conform to all applicable Federal Specifications. *All tires must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the ordering agency.*

All tires must have the size (including load range), manufacturer's name and D.O.T. number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.

**2.1.1. Pursuit and Performance Tires:** Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with "DOT" compliance symbol.

**2.1.2 Automobile/Passenger Vehicles:** These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

**2.1.3 Light Duty Trucks Radial and Bias:** These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

**2.1.4 Medium Commercial/Heavy Duty Trucks:** These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

**2.1.5 Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias):**

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

**2.1.6 Agricultural/Farm (Radial and Bias):** Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

**2.1.7 Industrial:** Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, non-pneumatic, and press on tires.

**2.1.8 Specialty Tires:** Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above.

**2.2 Tubes:** All inner tubes shall be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes shall be of quality not less than the tubes normally furnished in representative quantities by Original Equipment Manufacturers as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes shall conform to all applicable Federal Specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the ordering agency.*

**2.3 Detailed Services Specifications:** Respondents are asked to bid on each of the below mentioned listed services that may be performed by their approved Distributors to include any parts and labor as a total on their bid form. If any Respondent does not offer any of the below listed items they should mark it as NA. If awarded a Contract, the awarded Respondent(s) are responsible for the timeliness and quality of all services provided by the individual distributors under this RFP. Gregg County may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, shall be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory.

2.4.1 Tire Installation with purchase in store includes dismount of used tires and tubes.

2.4.2 Change tire, dismount and mount.

2.4.3 Flat repair, remove, repair and mount.

2.4.4 Flat repair, off vehicle.

2.4.5 Rotate mounted tires (per tire).

2.4.6 New valve stem rubber or metal.

2.4.7 Wheel balance - computer spin balance (per tire).

2.4.8 Wheel balance - computer spin balance and valve stem combination.

2.4.9 Alignment services: If Respondent provides this service, the prices should be listed as a percentage discount from list price for parts and a price per hour for labor.

2.4.10 Emergency tire repair: Roadside assistance (price per hour for labor or service call). Awarded Respondent shall provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Respondent to Gregg County identified location), shall occur within the time parameters requested by Gregg County at the time of contact (one hour, 2-5 hours, 24 hours etc.). Respondent shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that awarded Respondent is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, Gregg County reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without Contract violation.

2.4.11 Used tire recycle and disposal fee (per tire):

### **QUALITY AND SERVICE REQUIREMENTS**

1. Availability (SR): All tires of common usage should be regularly carried in stock by the Awarded Contractor, or their distributor. All other tires must be available from the Awarded Contractor, or their distributor, within 30 days after receipt of order. Indicate the process, policies, or procedures used by manufacturer to mitigate the risks of running short of the materials needed to produce the tire products required to meet the needs of Gregg County. With your RFP, include a statement of your company's product availability standards.

2. Returns (MR): The awarded Respondent shall not charge for return fees for inaccuracies or other errors on the part of the Respondent.

3. Product Guarantee and Adjustment (MR): Tires furnished shall be guaranteed to be free from defects in workmanship and material for original tread life or 48 months whichever comes first. Any tire which fails this guarantee shall either be satisfactorily repaired by the awarded Respondent or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by Gregg County. Allowances and replacement charges shall be based upon the Contract tire price. The awarded Respondent shall defray all transportation costs on both the defective tire(s) and replacement tire(s). The awarded Respondent shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by Gregg County, AT NO COST TO GREGG COUNTY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE AWARDED RESPONDENT.

Include with your RFP a statement that your company agrees to the minimum Warranty Requirements. If your company's warranty exceeds the minimum requirements, include a copy of the warranty with your RFP response.

4. Emergency Vehicle Service Priority (MR): Awarded Respondent shall give Emergency Vehicles (i.e. police vehicles, snow removal equipment, firefighting equipment, ambulances, etc.), during emergency operations, priority service over all other customers including both private and public customers. If there is no emergency, the awarded Respondent shall service Emergency Vehicles in their normal priority manner.

### HISTORICAL USAGE DATA

The data below represents an estimated recent year spent on tires only from some of the different departments in Gregg County.

<u>Department</u>	<u>Amount Spent for FY21</u>
<u>Sheriff's Department</u>	<u>\$25,757.91</u>
<u>Precinct 1</u>	<u>\$8,456.16</u>
<u>Precinct 3</u>	<u>\$17,235.01</u>
<u>Precinct 4</u>	<u>\$3,236.03</u>
<u>District Attorney</u>	<u>\$2,300.00</u>

### SIGNIFICANT CHANGE OF OWNERSHIP

If Respondent is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Respondent represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the County and/or as disclosed to County prior to executing the agreement. If there shall occur any changes of ownership of and/or control of respondent, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the County, then County shall have the option to terminate the agreement upon thirty (30) days notice to Respondent.

### DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND PROPOSER HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PROPOSER, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THE AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE PROPOSER OR PROPOSER'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTIES SOLE GROSS NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO PROPOSER'S USE OF THE PROPOSER PURSUANT TO THE AGREEMENT.



## PROPOSAL SUBMISSION REQUIREMENTS

### Proposal Format:

**All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all the required components in order.**

The aim of the required format is to simplify the proposal preparation and evaluation process and ensure that all proposals receive the same orderly review.

### **All proposals must include the following components:**

Section	Topic
1	RFP Instruction Compliance
2	Respondent Profile and Experience
3	Proposed Cost
4	Safety Record / Practices
5	Weekend, Holiday, and After hours Services

### Proposal Components:

- RFP Instruction Compliance:** Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal.  
The Cover Letter should include the following
  - The name, title, phone number, fax number, email address, and street address of the person in the Respondent's organization who will respond to questions about the proposalAll forms must be completed including:
  - Proposal Fee Form
  - Vendor References
  - Compliance with Federal and State Laws
  - RFP Signature Form
  - HB1295 Form
  - For RFP required forms see pages 18-26.
- Respondent Profile and Experience:** Provide the following information about your Respondent:
  - The Respondent's name, email address, business address, phone number and fax number of company
  - Number of years in business
  - Number of employees
  - The location of the offices that would provide the services
  - Experience with commercial companies. Include the name of the organization and the name of the person there to contract for a reference.
- Proposed Cost:** Include on the Proposal Fee Form of this packet, pages (19-22), all fees that may be associated with tires, tubes, and services for Gregg County.
- Safety Record / Practices:** Describe your company's approach to the prevention of accidents and injuries. Describe how your company engages its employees in project safety and how the safety expectations of the company are subsequently met.

5. **Weekend, holiday, and after hours services:** List any days or times that your company would not be able to perform services.

All full-time salaried and hourly employees of Southern Tire Mart are eligible for the following paid Company holidays:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Southern Tire Mart will provide a holiday schedule each year, and the Company may request employees work to keep locations open on certain holidays

## **EVALUATION CRITERIA AND PROCESS**

After public opening of submissions, an evaluation committee will score and rank the returns based on the criteria listed below. After a short list has been determined, the committee may request information, clarifications, presentations or interview some or all of the top ranked Respondents. The evaluation committee will determine the best value offer based on the submitted proposals and will begin contract negotiations after court approval. Gregg County reserves the right at its sole discretion to determine if pursuing any contract negotiations is in the best interest of the County as a result of this RFP.

### **Presentations**

During the evaluation process, Gregg County may at its discretion, request Respondents to make oral presentations. All costs incurred by Respondent for the presentations will be the sole responsibility of the Respondent. After any such presentation, proposals may be evaluated again. Gregg County reserves the right at its sole discretion to determine if presentations are in the best interest of the county and is under no obligation to request presentations from all Respondents.

### **Request for Information**

Gregg County also reserves the right to request additional information or clarifications from Respondent or to allow corrections of errors or omissions as deemed in the best interest of the County. After any retrieval of information or clarifications presentations proposals may be evaluated again. Gregg County reserves the right at its sole discretion to request information, clarifications, presentations and or interviews from respondents. Gregg County and is under no obligation and reserves the right to request information/clarifications/presentations and interview from one, some or all Respondents.

Respondents shall have NO contact regarding this RFP with any known member of the Evaluation Committee, member(s) of the Gregg County Commissioners Court of their staff, or any other Gregg County elected officials or their staff, prior to award. Any contact regarding this RFP, may result in the Respondents' disqualification and removal from consideration by the Gregg County Commissioners Court. Contact may only be initiated by the Gregg County Purchasing Department for purposes of evaluation and clarification.

### **Approach**

The Gregg County Purchasing Department will guide the evaluation of the responses received. An Evaluation Committee will be established to evaluate and score the submitted Proposals. The Evaluation Committee may consist of representatives from various County Departments. The County reserves the right at its sole determination to include additional Department(s), Employee(s), or Contractors(s) in the evaluation of proposals as the County deems necessary.

### **Vendor Demonstration and Presentations**

Respondents with the highest initial scores may be invited to provide a product Demonstration and make a Presentation(s) to the Evaluation Committee. Invited respondents will receive additional direction with the invitations. If selected, Respondents must be able to demo their solution, products and/or services. Respondents must be prepared to give virtual presentations/demos as an alternative to in-person presentations/demos, if requested by Gregg County.

Evaluation Scores of the Demonstration and Presentations will be based on the same criteria used for the initial ranking. The Demonstration/Presentation score for these Respondents will override the initial score.

Gregg County reserves the right at its sole discretion to determine if product Demonstration and/or oral Presentation(s) are in the best interest of Gregg County. Gregg County is under no obligation to request product Demonstrations or Presentations.

**Contract Negotiations**

The Gregg County Purchasing Department may conduct contract negotiations along with representatives from Gregg County Departments. The County reserves the right at its sole discretion to determine if pursuing contract negotiations is in the best interest of the County. The County is under no obligation to pursue a Contract.

**Best and Final Offer**

The Respondents with the highest scores may be invited to prepare a Best and Final Offer for consideration by the Evaluation Committee. Gregg County reserves the right at its sole discretion to determine if pursuing BAFO(s) is in the best interest of the County. The County is under no obligation to pursue BAFO(s).

In the event, the County elects not to pursue BAFO(s), Contract Negotiation will be conducted based on the final rankings previously described. Gregg County reserves the right to request Best and Final Offers from Respondents including any necessary re-scoring as a result of the Best and Final Offers received.

Gregg County reserves the right at its sole discretion to determine the process for this proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating any or all of the evaluation phases. Gregg County reserves the right without prejudice to reject any or all proposals to this RFP.

### Evaluation Criteria

<b>RFP instructions compliance</b> <ul style="list-style-type: none"> <li>• Instructions followed</li> <li>• Cover letter</li> <li>• Forms completed, including:            Proposal fee form, vendor references,            compliance with federal and state laws,            RFP signature form, conflict of interest,            HB1295</li> </ul>	<b>20 points</b>
<b>Respondent Profile and Experience</b> <ul style="list-style-type: none"> <li>• The Respondent's name, email address,            business address, phone number and            fax number</li> <li>• Number of years in business</li> <li>• Number of employees</li> <li>• The <b>location</b> of the offices that would            provide the services</li> </ul>	<b>30points</b>
<b>Proposed Cost</b>	<b>30 points</b>
<b>Safety Record / Practices</b>	<b>10 points</b>
<b>Weekend, holiday, and after hours services            offered.</b>	<b>10 points</b>

## **Required Forms**

## PROPOSAL FEE FORM

Please provide pricing in the format below. If there is a service that you do not provide or an item that you do not carry, please mark N/A in the space provided.

<u>SERVICE</u>	<u>COST</u>
1. <u>Tire Installation with purchase in store includes dismount of used tires and tubes.</u>	\$ 15.00 LT 35.00 MT
2. <u>Change tire, dismount and mount.</u>	\$ 15.00 LT 35.00 MT
3. <u>Flat repair, remove, repair and mount.</u>	\$ 9.50 LT 38.00 MT
4. <u>Flat repair, off vehicle.</u>	\$ 9.50 LT 38.00 MT
5. <u>Rotate mounted tires (per tire).</u>	\$ 0.00 LT 20.00 MT
6. <u>New valve stem rubber or metal.</u>	\$ 5.95
7. <u>Wheel balance, computer spin balance (per tire).</u>	\$ 15.00 LT 38.00 MT
8. <u>Wheel balance, computer spin balance and valve stem combination.</u>	\$ 15.00 LT 40.00 MT
9. <u>Alignment services: If bidder provides this service, the prices should be listed as a percentage discount from price for parts and a price per hour for labor.</u>	59.95 Car 79.95 Truck 75.00 Labor per hour 165.00 Med Truck Front End \$ 270.00 3 Axel 135.00 Camper Set 85.00 Labor per hour
10. <u>Emergency tire repair: Road side assistance (price per hour for labor or service call.)</u>	\$ 75.00
11. <u>Used tire recycle and disposal fee (per tire)</u>	\$ 4.00

Comments:

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Warranty Information per Materials:

NA

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**\*\* The list provided is for bid purposes only and not a complete list of all tires that may be purchased by Gregg County\*\***

TIRE SIZE	MFG	TYPE	EQUIPMENT TYPE	PRICE PER TIRE
P265/70R17	FIRESTONE	ALL SEASON	SUV	\$ 145.27
P265/60R17	FIRESTONE	ALL SEASON	SUV	\$ 132.23
LT245/75R16	FIRESTONE	ALL SEASON	VAN	\$ 122.94
P235/55R17	FIRESTONE	ALL SEASON	PERSUIT	\$ 118.60
P225/60R16	FIRESTONE	ALL SEASON	PERSUIT	\$ 107.33
P235/50R18	FIRESTONE	ALL SEASON	PERSUIT	\$ 139.35
P255/65R17	FIRESTONE	ALL SEASON	PASSENGER	\$ 113.35
11R22.5	FIRESTONE	ALL SEASON	MED. TRUCK	\$ 322.24
11R24.5	FIRESTONE	ALL SEASON	MED. TRUCK	\$ 343.84
ST235/85R16	FIRESTONE	ALL SEASON	TRAILER TIRE	\$ 135.00
245/70R19.5	FIRESTONE	ALL SEASON	DUMP TRUCK	\$ 291.10
P225/75R16	FIRESTONE	ALL SEASON	VAN	\$ 120.19
225/70R19.5	FIRESTONE	ALL SEASON	UTILITY TRUCK	\$ 280.60
10.00-20	FIRESTONE	ALL SEASON	EXCAVATOR	\$ 750.00
15.5-25L	FIRESTONE	ALL SEASON	LOADER	\$ 635.00
17.5 R 25	FIRESTONE	ALL SEASON	MOTORGRADER	\$ 1135.00
320/85R24	FIRESTONE	ALL SEASON	BOOM MOWER	\$ 677.05
P275/55R20	FIRESTONE	ALL SEASON	GENERAL	\$ 117.00
P275/60R20	FIRESTONE	ALL SEASON	GENERAL	\$ 126.46
20.5/R25	FIRESTONE	ALL SEASON	GENERAL	\$ 1428.00
380/85R24	FIRESTONE	ALL SEASON	GENERAL	\$ 840.02
11R24.5/14RR	FIRESTONE	ALL SEASON	GENERAL	\$ 343.84
215/75R17.5	FIRESTONE	ALL SEASON	GENERAL	\$ 249.88
235/80R16	FIRESTONE	ALL SEASON	GENERAL	\$ 135.00
225/75R15	FIRESTONE	ALL SEASON	GENERAL	\$ 88.35



235/R15	FIRESTONE	ALL SEASON	GENERAL	\$ 112.73
7.50/15	FIRESTONE	ALL SEASON	GENERAL	\$ 140.00
245/70R17	FIRESTONE	ALL SEASON	GENERAL	\$ 116.26
235/80R17	FIRESTONE	ALL SEASON	GENERAL	\$ 136.42
245/75R17	FIRESTONE	ALL SEASON	GENERAL	\$ 143.30
10R22.5/12PR	FIRESTONE	ALL SEASON	GENERAL	\$ 317.35
18.4R30	FIRESTONE	ALL SEASON	GENERAL	\$ 1075.39
245/55R18	FIREHAWK	ALL SEASON	PERSUIT	\$ 139.05
275/55R20	FIREHAWK	ALL SEASON	PERSUIT	\$ 175.34
265/60R17	FIREHAWK	ALL SEASON	GENERAL	\$ 132.23
LT275/70R18	FIRESTONE	ALL SEASON	GENERAL	\$ 172.19
255/70R17	FIRESTONE	ALL SEASON	GENERAL	\$ 140.85
LT245/75R17	FIRESTONE	ALL SEASON	GENERAL	\$ 143.30
LT235/80R17	FIRESTONE	ALL SEASON	GENERAL	\$ 136.42
9.00-20	FIRESTONE	ALL SEASON	GENERAL	\$ No Bid
12R22.5	FIRESTONE	ALL SEASON	GENERAL	\$ 359.35
17.5-24	FIRESTONE	ALL SEASON	GENERAL	\$ 787.50
19.5L-24	FIRESTONE	ALL SEASON	GENERAL	\$ 538.00
ST225/75 R15	FIRESTONE	ALL SEASON	GENERAL	\$ 95.00
255/80R22.5	FIRESTONE	ALL SEASON	GENERAL	\$ 283.36
14.00-24	FIRESTONE	ALL SEASON	GENERAL	\$ 533.00
17.5R25XHA	FIRESTONE	ALL SEASON	GENERAL	\$ 1135.00
18.4-30	FIRESTONE	ALL SEASON	GENERAL	\$ 664.41
7.50-15NHS	FIRESTONE	ALL SEASON	GENERAL	\$ 140.00
18.4-26 12PLY	FIRESTONE	ALL SEASON	GENERAL	\$ 1368.97
LT235/75R15	FIRESTONE	ALL SEASON	GENERAL	\$ 112.73
460/85R34	FIRESTONE	ALL SEASON	GENERAL	\$ 860.71
16.9-30	FIRESTONE	ALL SEASON	GENERAL	\$ 550.52

16.9-24	FIRESTONE	ALL SEASON	GENERAL	\$ 669.80
6.50-10 IND SOLID	FIRESTONE	ALL SEASON	GENERAL	\$ No Bid
7-14.5LT	FIRESTONE	ALL SEASON	GENERAL	\$ No Bid
LT265/70R17	FIRESTONE	ALL SEASON	GENERAL	\$ 167.29
225/60R16	FIRESTONE	ALL SEASON	GENERAL	\$ 108.79
255/70R17	FIRESTONE	ALL SEASON	GENERAL	\$ 140.85
LT245/70R17	FIRESTONE	ALL SEASON	GENERAL	\$ 139.47

1. Does the Respondent offer all of the different tires listed in the RFP? If not, which ones are not offered?  
6.50-10 IND SOLID FIRESTONE ALL SEASON GENERAL, 7-14.5LT FIRESTONE ALL SEASON GENERAL, 9.00-20 FIRESTONE ALL SEASON GENERAL

2. Does the Respondent agree to provide a one (1) year warranty on all tubes and parts beginning on the date of installation? If your company's warranty exceeds the minimum warranty requirements, please include a copy of the warranty with your RFP.

Yes

3. Does the Respondent agree to give Emergency Vehicles (i.e. police vehicles, firefighting equipment, etc.) during emergency operations, priority service over all other customers? If there is no emergency, the awarded Respondent shall service emergency vehicles in their normal priority manner.

Yes

## VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE:

COMPANY NAME: Roma ISD
ADDRESS/CITY/STATE/ZIP: 608 N. Garcia St. Roma, TX 78584
CONTACT NAME/TITLE: Pedro O. Alaniz/ Purchasing
BUSINESS PHONE/FAX: 956-849-1377
SCOPE OF WORK: Tires, Tubes, and Services

### REFERENCE TWO:

COMPANY NAME: Edcouch Elsa ISD
ADDRESS/CITY/STATE/ZIP: 920 W. Santa Rosa Ave. Edcouch, TX 78538
CONTACT NAME/TITLE: Monica Mata/Purchasing
BUSINESS PHONE/FAX: 956-262-6000
SCOPE OF WORK: Tires, Tubes, and Services

### REFERENCE THREE:

COMPANY NAME: Garland ISD
ADDRESS/CITY/STATE/ZIP: 501 S. Jupiter Rd. Garland, TX 75042
CONTACT NAME/TITLE: Mark Booker
BUSINESS PHONE/FAX: 972-487-3009
SCOPE OF WORK: Tires, Tubes, and Services

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### Certification of Eligibility

By submitting a RFP in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of RFP submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### Verification No Boycott Israel

As required by Chapter 2270, Government Code, the selected firm must verify that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

### Foreign Terrorist Organizations

Pursuant to Chapter 2252, Texas Government Code, the selected Firm must represent and certify that, at the time of execution of an Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

### Disclosure of Interested Parties

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a RFP in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

Signature: 

Date: 5/16/2022

## RFP SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Statement of Submission becomes the property of Gregg County after the official opening.

The undersigned Respondents the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Statement of Submission is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Scope of Work. The period for acceptance of this Statement of Submission will be (90) calendar days.

The undersigned Respondents that they are duly authorized to execute a contract with Gregg County and that this Statement of Submission has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Statement of Submission have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Proposal.

Respondent hereby assigns to Gregg County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned Respondents that they have read and do understand the scope of work and any attachments contained in this solicitation. *Failure to sign and return this form could result in the rejection of the entire submission.*

Signature: \_\_\_\_\_

Date: 5/16/2022

### LEGAL NAME AND ADDRESS OF RESPONDENT:

Name Richard Conwill Title Director of Government Sales

Tel. No. 601-424-3215 Email: richard.conwill@stmtires.com

Address: 800 HWY 98 Columbia , MS 39429

### COMPANY IS:

Business included in a Corporate Income Tax Return?  YES  NO

Corporation organized & existing under the laws of the State of Mississippi

Partnership consisting of NA

Individual trading as NA Principal

offices are in the city of Columbia, MS

To: Vendors of Gregg County, Texas  
From: Kelli L. Davis, CPPB, Purchasing Agent  
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through RFP return, fax, or email. Please see contact information below.

**Gregg County Clerk**  
Gregg County Courthouse  
101 East Methvin, St. 200  
Longview, Texas 75601  
Ph; 903-236-8430

**Gregg County Purchasing Department**  
Email: [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)  
Ph: 903-237-2684  
Fx: 903-237-2682

#### ***Applicable Law***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



**Gregg County Purchasing Department**  
**Kelli L. Davis, CPPB Purchasing Agent**  
101 E. Methvin St., Suite 205, Longview, Texas 75601  
Phone (903) 237-2684 Fax (903) 237-2682 [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)

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April 11, 2022

To: Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement RFP# 2022-13 Tires, Tubes, and Services for Gregg County

Please run the following ad on Wednesday April 13 and Sunday, April 24 in the Longview-News Journal.

#### PUBLIC NOTICE

Sealed proposals will be received by the County Purchasing Agent Kelli Davis at the Gregg County Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on or before 2:00pm, May 10, 2022 for RFP# 2022-13 Tires, Tubes, and Services for Gregg County. Late submissions will not be accepted. RFP packet will be available on April 13, 2022 by visiting [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department web page, or request by e-mail at [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us) or by calling (903)-237-2684. Payment will be made after items or services have been received in accordance with award. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any bid received and to waive any irregularities or formalities in the best interest of Gregg County.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

Richard Conwill /Southern Tire Mart

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

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

None

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

None

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

**7**   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

5/10/2022

\_\_\_\_\_  
Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Southern Insurance Group, LLC 1023 Highway 98 Columbia MS 39429	<b>CONTACT NAME:</b> Heather Williamson <b>PHONE (A/C, No. Ext):</b> 601-736-9899 <b>FAX (A/C, No.):</b> 601-861-4889 <b>E-MAIL ADDRESS:</b> HWilliamson@sigins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Property Casualty Company of America <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25674

**COVERAGES**                      **CERTIFICATE NUMBER:** 1013879572                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> OTHER:	Y	TC2J-GLSA-9D895730-21	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>OWNED AUTOS ONLY</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS ONLY</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS ONLY</b>	Y	TC2J-CAP-9D895244-21	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	UB-1R86017A-21-51-K	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> <b>PER STATUTE</b> <input type="checkbox"/> <b>OTHER</b> E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is Additional Insured on all policies and provided a Waiver of Subrogation on all policies when required by written contract executed prior to a loss. A 30 Day Notice of Cancellation applies except for Non-Payment of premium. Coverages on all liability policies are Primary and Non-Contributory. Contractual Liability coverage is afforded on General Liability policy. Excess Policies are Follow Form in regards to Auto Liability, General Liability, and Employers Liability. Workers Compensation provides Blanket Alternate Employer as allowed by state.

### CERTIFICATE HOLDER

### CANCELLATION

County of Gregg 101 East Methvin, Suite 205 Longview TX 75601 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Heather Williamson</i>
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**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

7. The Parties agree and understand that County does not agree to waive any rights and remedies available to County under the Uniform Commercial Code (“UCC”); therefore, any provisions to the contrary are hereby deleted.

8. The Parties agree and understand that County does not agree to waive any rights and remedies available to County under the Texas Deceptive Trade Practices-Consumer Protection Act; therefore, any provisions to the contrary are hereby deleted.

9. The Parties agree and understand that County does not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Service Contract, the equipment or its use; therefore, any provisions to the contrary are hereby deleted.

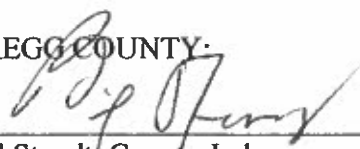
10. Services provided under the contract shall be provided in accordance with all applicable state and federal laws.

11. Interpretation of Contract and Exhibit B: “Gregg County Standard Terms and Conditions” have traditionally been made part of every Gregg County Contract. To the extent that the “Gregg County Terms and Conditions” are found to be in direct conflict with any of the terms and conditions of this document, the terms of this document will control. Otherwise, the Parties agree that the this contract should be interpreted so that that the provisions of both documents supplement and support each other, with the greatest protections interpreted in favor of the County.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this contract. Each representative whose signature appears on this contract represents and does hereby certify that they have the authority to enter into this contract for their represented Party.

APPROVED AS TO FORM AND CONTENT:

GREGG COUNTY:



Bill Stoudt, County Judge  
Gregg County, Texas

6-13-22

Date



Southern Tire Mart, LLC

6-7-22

Date