



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

August 30, 2022

L.F.Kay
Reynolds & Kay, LTD.

Mr. Kay,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for Seal Coat Project for Hamby Road, Commissioner Precinct 1 (Contract BID- #2022-20) on August 30, 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

SEAL COAT PROJECT FOR HAMBY ROAD, COMMISSIONER PRECINCT 1 BID#2022-20

THIS CONTRACT is made and entered into by and between **Gregg County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Reynolds & Kay, LTD** (hereinafter "Contractor") a private corporation with its corporate offices located in Longview, Texas.

1.

Services to be provided: The County agrees to contract and does hereby contract with Reynolds & Kay, LTD, as an independent contractor, to provide Seal Coat Project for Hamby Road, Precinct 1 Gregg County, Texas as listed below and as needed.

Contractor shall:

- Provide all seal coat services for Hamby Road as specified in Gregg County Bid 2022-20 and Exhibit B to this contract.
- Have sufficient back-up capabilities to handle the supply and demands of Gregg County to avoid disruption in services.
- Provide a single point of contact for day to day needs.
- Notify Gregg County if a scheduled time will be delayed.

Service Location:

Road and Bridge Precinct 1
1179 FM 449 Longview, TX 75605

2.

Term: This agreement will commence on August 30, 2022 until job completion to the satisfaction of Gregg County. 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.

3.

Incorporated Documents: Gregg County Standard Terms and Conditions are included as part of this agreement and are attached as **Exhibit A**. All bid submission documents submitted by Contractor are incorporated herein and adopted as if copied in full as **Exhibit B**.

4.

Criminal Background Checks: Criminal background checks may be performed on all Contractor employees who enter/work in any sensitive security areas at any of Gregg County's Facilities.

- Contractor will 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.
- When requested, Contractor employees who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. Status of the background check must be maintained by all Contractor personnel entering County buildings for the duration of the contract.
- Criminal Background checks will be conducted by Gregg County. The County reserves the right to conduct additional Criminal Background Checks, as it deems necessary.
- Any Contractor personnel who cannot pass a Criminal Background Check will not be authorized to work at any Gregg County facilities. The Criminal Background Check applies to the individual and not the company.

5.

Labor, Materials, Tools, & Misc. Items: Contractor shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and any other items or services necessary for proper execution and completion of the services, whether temporary or permanent and whether or not incorporated or to be incorporated in the services. Contractor shall enforce strict discipline and good order among their respective employees and other persons carrying out the contract. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6.

Compliance with all Laws: Contractor agrees, in connection with the services or any related items to the subject matter of the contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration.

7.

Cleaning Up: Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this contract. During the work, Contractor shall remove waste materials, rubbish, garbage, and unwanted materials. If Contractor fails to keep the service areas clean, the cost thereof shall be charged to Contractor by deducting from final fee or as necessary.

8.

No Agency Relationship & Indemnification: It is understood and agreed that Contractor shall not in any sense be considered a partner or joint venture with the County, nor shall Contractor in any manner hold themselves out as an agent or official representative of the County. Contractor shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, and consequential of any kind whatsoever for any acts by Contractor or failure to act relating to the services being provided. Contractor agrees to indemnify, hold harmless, and defend the County resulting from any services Contractor performs on behalf of the County.

9.

Contractor Employees: Contractor covenants and agrees that all personnel shall be employees of Contractor and Contractor shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to such employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. Contractor shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Contractor shall be responsible for the supervision, control and direction of the day-to-day activities for the personnel provided hereunder and shall provide close supervision on a continual basis.

10.

Payments: The rules regarding overdue interest charges and payments of overdue interest as set forth in Tex. Gov't code Chapter 2251 are incorporated herein as if copied in full. See e.g., Tex. Gov't 2251025 & 2251.027. Monthly invoices shall be submitted with a log detailing the service performed by the Contractor, including location, date, and time the services are performed. Contractor understands that the County uses a Purchase Order System. Contractor shall not perform any work without approval by a County Purchase Order. Only in the case of an Emergency can Contractor proceed without the Purchase Order.

11.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect the County due to the County's determination that the work is not being done to the point indicated in the contract documents, or because the quality of work is not in accordance with the contract documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect the County from loss for which Contractor is responsible, including loss resulting from acts and omissions, because of the following:

1. Defective work not remedied;
2. Third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the County;
3. Failure of Contractor, to make payments properly to contractors or for services, labor, materials or equipment;
4. Reasonable evidence that work cannot be completed for the unpaid balance of the contract sum;
5. Damage to the County;
6. Reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. Persistent failure to carry out the work in accordance with the contract documents.

12.

Warranty: Contractor warrants to the County that any vehicles, materials and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by the County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substations not properly approved and authorized, may be considered defective.

13.

Taxes: Contractor shall pay all sales, consumer, use and similar taxes for the work provided by Contractor which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

14.

Venue and Applicable Law: Venue of this contract shall be Gregg County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

15.

No Assignment: Contractor may not assign this contract. Any subcontractors must be approved by the County, and Contractor has a duty to have any subcontractor sign any indemnification agreement to protect the County.

16.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

17.

Confidentiality: Contractor expressly agrees that they will not use any incidental confidential information they may obtain while being in a governmental building for their own benefit, and agrees that they will not enter unauthorized areas or access confidential information, and they will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times. Contractor further agrees to expressly require any subcontractors it may hire to assist Contractor in the completion of this agreement to fully comply with the confidentiality requirements set forth in this section.

18.

Termination: This agreement may be terminated at any time at the option of the County, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. Services performed through the date of termination shall be paid based on the percentage of services rendered.

19.

Signature for the County: The presiding officer of the County's governing body who is authorized to execute this instrument may execute this contract on behalf of the County.

20.

Service Conditions: The Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other items or services necessary for the execution and completion of the services covered by the contract Documents.

21.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the services being performed. If the County so desires, it may seek written adequate assurance that the service is handled on-time and pursuant to terms and conditions of this agreement and all related contract documents.

22.

Character of Workers: The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the County shall inform Contractor in writing that any workers on the job are, in County's opinion, incompetent, unfaithful or disorderly, such workers shall be discharged from the work and shall not again be employed on the work without the County's written consent.

23.

Protection against accident to Employees and the Public: The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices if necessary. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at his discretion as an independent contractor.

24.

Protection of adjoining properties: The said Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any services undertaken under this Agreement, from any damage or injury by reason of said process of waste service; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The Contractor agrees to indemnify, save and hold harmless the County against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall apply to any claim of any kind arising out of the existence or character of the work.

25.

Payments withheld: The County may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective service not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for Material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the services will not be completed within the contract time.

26.

Change Orders: Without invalidating this Agreement, the County may, at any time or from time to time, order deletions or revisions to the services needed; such changes will be authorized by the Purchasing Agent to be prepared by the County after formal approval of the Gregg County Purchasing Agent and/or the Gregg County Commissioners Court as appropriate. The Change Order shall set forth the basis for any change in contract price or service, as hereinafter set forth, and any change in contract time, which may result from the change.

27.

Examination of Service Sites: Contractor shall make a careful examination of the site of all the service locations.

28.

Barricades, Lights and Watch Workers: Where the services is carried out and or adjacent to any street, alley or public place, the Contractor shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watch workers, and shall provide such other precautionary measures for the protection of persons or property and of the services as are necessary. Barricades shall be painted in a color that will be visible at night. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watch workers to protect it, and whenever evidence is found of such damage, the County may order the damaged portion immediately removed and replaced by the Contractor at its cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watch workers shall not cease until the project shall have been accepted by the County.

29.

Restoration of Service Sites & Clean Up: Upon completion of the services the Contractor shall restore the site to its original condition or better. Driveways and streets shall be cleaned from garbage and debris as originally found.

30.

Safety:

- In accordance with generally accepted waste service practices, the Contractor alone will be solely and completely responsible for conditions of the service sites, including safety of all persons and property during performance of the service. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the County to conduct review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or on, or near the service sites.

31.

Existing Utilities and Service Lines: The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by service operations. Where existing utilities or service lines are cut, broken or damaged by the Contractor, the contractor shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at Contractor's cost and expense.

32.

Protection of Property: The Contractor shall, at no additional expense to the County, protect all County property along the line of service or affected directly by Contractor work, against damage and shall repair the damages or repay the injured County if such damage occurs.

33.

Contracts in Default: The County may declare a contract in default for any one or more of the following reasons:

- Failure to complete the service within the contract period or any extension thereof.
- Failure or refusal to comply with an order of the County within a reasonable time.
- Failure or refusal to remove rejected materials.
- Failure or refusal to perform anew any defective or unacceptable work.
- Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the services in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- Disregard or violation of any other important provisions of the Contract Documents as determined by the County.

34.

Indemnity: Contractor shall indemnify and hold County harmless from any and all damages, injuries, lawsuits, administrative actions and other claims whether such claims are based on contract, statute or common law theories of recovery. This indemnity and hold harmless provision applies to all acts of alleged negligence, gross negligence and intentional acts *on the part of any party* to this contract, any officers, contractors, employees, elected employees, appointed employees, volunteers or reserve officers.

35.

Interpretation of Contract and Exhibit A: “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.

36.

Escalation/De-escalation Clause

In the event of a product cost increase, an escalation request shall be submitted to the Gregg County Purchasing Agent. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the Contractor’s prices are reduced for any reason, Gregg County shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the Contractor.

All requests for price increases must include the following information from the Contractor:

- a. Memo detailing price increase

- b. Justification of the price increase
- c. Change Order of the request

All requests for price decrease must include the following information from the Contractor:

- a. Memo detailing price decrease
- b. Change Order of the request

Pursuant to section 271.060 of the Texas Local Government Code all contract Change Orders for price escalation or de-escalation must be approved in writing by the Gregg County Commissioners Court

WITNESS the Signatures of all parties this is the 30th day of August 2022;

THE COUNTY OF GREGG:



Honorable Bill Stoudt
Gregg County Judge

Reynolds & Kay, LTD:



Authorized Signature

PRESIDENT OF L.F. KAY MANAGEMENT, LLC.
GENERAL PARTNER

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 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.**

Exhibit B

BID FORM

Aggregate \$ 1.20 per sq yrd

Asphalt \$ 1.83 per sq yrd

Labor \$ 0.64 per sq. Yrd

Bid Bond \$ 0.01

Payment Bond \$ 600.00

Performance Bond \$ 600.00

Any other applicable charges or fees:

\$ NONE

\$ NONE

\$ NONE

Total Project Cost: \$ 119,616.23

ACKNOWLEDGE ADD #1 & #2 R.F. Kay

PRESIDENT OF L.F. KAY MANAGEMENT, LLC.
GENERAL PARTNER

REC'D 8/12/22

**Vendor Questions and Answers (1)
Seal Coat Project for Hamby Road
Precinct 1 Gregg County, Texas
RFP# 2022-20**

1. Can awarded vendor store materials for project at the precinct?
Yes, awarded vendor will coordinate material storage with Precinct 1.
2. Will the proposed contract include escalation clauses to protect awarded vendor with unforeseeable price increases in materials?
Yes, the proposed contract will include an escalation clause. If awarded vendor has cost escalation during the project, they will need to submit justification to the Purchasing Agent and get an approved change order.