

Award Documentation for
RFP# 2023-11
Roof Replacement for Marvin A. Smith Facility
Gregg County, Texas



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 7, 2023

Ryan Baungardner
Longview Roofing, LLC

Mr. Baungardner,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for Roof Replacement for Marvin A Smith Facility. (Contract RFP#2023-11) on August 7, 2023 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
LONGVIEW ROOFING AND
GREGG COUNTY, TEXAS
RFP 2023-11**

This Contract is executed by and between **Longview Roofing, LLC** and Gregg County, Texas, hereinafter called **CONTRACTOR AND COUNTY**.

It is **AGREED and UNDERSTOOD** that this Contract is for roofing replacement at the Marvin A. Smith Facility for Gregg County, Texas.

The Contractor shall have roofing project responsibilities, per RFP 2023-11: Roof Replacement at the Marvin A. Smith Facility for Gregg County, Texas proposal from Longview Roofing, LLC, referred to as **Exhibit A**.

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

It is **AGREED and UNDERSTOOD** that this Contract includes **Exhibit C: Gregg County Special Conditions** attached herein.

The Contractor's responsibilities shall include the following:

- Provide applicable bonds to the office of the Gregg County Purchasing Agent
- Contractor should schedule work so as not to cause unnecessary conflicts with other construction or unnecessary inconvenience to the public or to local businesses. Contractor shall prosecute the work regularly and uninterruptedly with such force as to complete the work and minimize the effects on the Counties scheduled activities.
- Access and Safety Access must be maintained at all times. Appropriate barriers and signs shall be placed to protect employees and private citizens from worksite hazards.
- In the event other Contractors are doing work in the same area simultaneously with other projects, the Contractor shall coordinate with the other Contractors.
- Remove existing shingles, 1-Layer, and haul off.
- Replace rotten / water damaged decking as needed.
- Furnish and install synthetic felt underlayment.
- Furnish and install Pro-Start starter shingle (or equal) course on perimeter of shingled roofs.
- Furnish and install Storm Guard ice and water shield in all valleys.
- Furnish and install a 2" x 2" metal drip edge at all perimeters.
- Install 130 squares of a GAF Timberline HDZ Lifetime Dimensional Shingles (or equal) per specifications using 1-1/4" roofing nails.
- Furnish and Install GAF Hip & Ridge 3-tab shingle (or equal) on all ridgelines on shingle roofs.

- Clean up all job-related debris and haul off jobsite.
- Provide warranty information.
- Provide workers comp and general liability insurance.
- Prepare the existing roof to receive the new retro-fit roof system.
- Provide and attach one layer of 1" Poly-ISO over existing roof system.
- Provide and attach one layer of 060 TPO membrane over POLY - ISO.
- New membrane shall extend up to the top of parapet walls and be terminated and sealed per manufactures requirements.
- Provide and install pre-finished coping cap, metal, roof to wall flashing and all roof related flashings.
- Provide warranty covering labor and material upon completion and payment.
- All safety requirements and safe work practices to be followed throughout the project.
- All project related debris will be picked up and disposed of per state and local requirements.
- All required permits shall be obtained and submitted to the Purchasing Agent by contractor prior to commencement of any work.
- All work shall be done in compliance with all applicable local, State and Federal laws, rules regulations, zoning ordinances and building codes in effect at the time of service.
- Contractor shall supply all labor, supplies, equipment required for completion of services.
- Contractor shall coordinate scheduling and work with facilities manager, Gregg County Sheriff Maxey Cerliano.
- County property shall be protected from damage by all equipment.
- Contractor shall perform cleanup of work areas as needed.
- Contractor shall store materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of the work, the work of other contractors or the operation and work of County business.

Insurance/Bonds

- 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.
- D. The Contractor shall pay for and provide applicable bonds as stated in RFP-2023-11. The bonds shall be sent to the Office of the Gregg County Purchasing Agent. Upon review and receipt of the bonds and insurance Gregg County will issue a Notice to Proceed in writing. (No work can start until bonds and insurances are received as required.)

Termination Provisions

The term of this Contract shall become effective on the date signed by both parties and after bonds are received in the Office of the Purchasing Agent and will expire upon Gregg County's satisfaction of project completion. 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 non-compliance 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. Notwithstanding any other provision, this contract may be cancelled by either party upon sixty (60) days written notice to the other party.

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.

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 and Change Orders 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 2023-11: Roof Replacement at the Marvin A. Smith Facility the fee of \$114,689.42 specified in the best and final offer located in Attachment A, (proposal from Longview Roofing, 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 the 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.

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 Standard 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 this contract should be interpreted so that the provisions of both documents supplement and support each other, with the greatest protections interpreted in favor of the County.

Additional Contract Terms

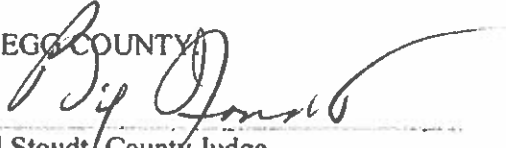
- A. This contract will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the contract will be in the State District Courts in Gregg County, Texas or the federal district courts for Gregg County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Services provided under the contract shall be provided in accordance with all applicable state and federal laws.

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

Date

08/07/2023


 Longview Roofing, LLC

Date

08/01/23

Exhibit A



RFP# 2023-11

REQUEST FOR PROPOSALS

***ROOF REPLACEMENT FOR MARVIN A. SMITH FACILITY
GREGG COUNTY, TEXAS***

PROPOSAL DUE DATE:

By 2:00pm Monday, July 10, 2023

*Gregg County Purchasing Office
101 East Methvin Street, Suite 205
Longview, Texas 75601*

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**GREGG COUNTY, TEXAS
REQUEST FOR PROPOSALS**

In accordance with the Laws of the State of the Texas, Gregg County is seeking sealed proposals for a roof replacement at the Marvin A. Smith Facility, Gregg County, Texas.

SEALED PROPOSALS addressed to the Purchasing Agent for Gregg County, Texas must be received in the Purchasing Department at, 101 East Methvin, Suite 205, Longview, Texas 75601 not later than 2:00 p.m. on Monday, July 10, 2023 for the following:

**ROOF REPLACEMENT FOR MARVIN A. SMITH FACILITY
GREGG COUNTY, TEXAS
RFP 2023-11**

Proposal documents are now posted on the Gregg County Website 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 their 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 Bid due date.*

PROPOSAL INSTRUCTIONS

- ❖ ***Submission of Proposals:*** Respondent shall submit (2) sets of proposals documents one with original signatures and one copy. Respondents shall also submit one flash drive (jump, thumb) with a copy of proposal. **All shall be sealed and marked RFP# 2023-11 Roof Replacement for Marvin A. Smith Facility, Gregg County, Texas 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, NIGP-CPP, CPPB
Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601

- ❖ Questions concerning this sealed process shall be directed to Gregg County Purchasing Director by email to purchasing@co.gregg.tx.us; Kelli Davis. Failure to comply with this guideline could result in disqualification.
- ❖ ***All proposals must be sealed*** when returned to Gregg County.
- ❖ **RESPONSES WILL BE** received and publicly acknowledged at the Gregg County Purchasing Department located at the address listed above on Monday, July 10, 2023 at 2:00PM. Vendors, 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.
- ❖ It is the Respondents sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. Failure to provide original signature on these forms could render statement non-responsive.
- ❖ Any Proposals received after the date and/or hour set for RFP opening 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.
- ❖ 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 date and hour for opening of bids. 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, proposals thus delayed will not be considered and will be disposed of as authorized.
- ❖ Respondents are encouraged to review this entire Request for Proposal Packet (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 or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Proposals may be grounds for elimination from the selection process. **Deadline for submitting questions is Tuesday, June 27, 2023 by 5:00PM**

SPECIAL CONDITIONS

1. Contractor shall carry required Worker's Compensation insurance with coverage amounts per the General Conditions.
2. Contractor should schedule work so as not to cause unnecessary conflicts with other construction or unnecessary inconvenience to the public or to local businesses. Contractor shall prosecute the work regularly and uninterruptedly with such force as to complete the work and minimize the effects on the Counties scheduled activities.
3. Access and Safety Access must be maintained at all times. Appropriate barriers and signs shall be placed to protect employees and private citizens from worksite hazards.
4. In the event other Contractors are doing work in the same area simultaneously with other projects, the Contractor shall coordinate with the other Contractors.

SCOPE OF WORK

It is the objective of this RFP to obtain proposals from qualified respondents for a new roof replacement for the Marvin A. Smith Facility located at 197 Floyd Wingo Dr. Kilgore, Texas 75662. Gregg County seeks proposals that include the best solution and most cost efficient methods for the roof replacement. This RFP will require a Payment Bond and a Performance Bond. **There will be a mandatory pre-bid meeting at the Marvin A. Smith facility on Wednesday June 21, 2023 at 10:00 A.M.**

Awarded Respondent shall propose a roof replacement following the below requirements including but not limited (any brand should be the brand or equal to):

- Remove existing shingles, 1-Layer, and haul off.
- Replace rotten / water damaged decking as needed.
- Furnish and install synthetic felt underlayment.
- Furnish and install Pro-Start starter shingle (or equal) course on perimeter of shingled roofs.
- Furnish and install Storm Guard ice and water shield in all valleys.
- Furnish and install a 2" x 2" metal drip edge at all perimeters.
- Install 130 squares of a GAF Timberline HDZ Lifetime Dimensional Shingles (or equal) per specifications using 1-1/4" roofing nails.
- Furnish and Install GAF Hip & Ridge 3-tab shingle (or equal) on all ridgelines on shingle roofs.
- Clean up all job-related debris and haul off jobsite.
- Provide warranty information.
- Provide workers comp and general liability insurance.
- Prepare the existing roof to receive the new retro-fit roof system.
- Provide and attach one layer of 1" Poly-ISO over existing roof system.
- Provide and attach one layer of 060 TPO membrane over POLY - ISO.
- New membrane shall extend up to the top of parapet walls and be terminated and sealed per manufactures requirements.
- Provide and install pre-finished coping cap, metal, roof to wall flashing and all roof related flashings.
- Provide warranty covering labor and material upon completion and payment.
- All safety requirements and safe work practices to be followed throughout the project.
- All project related debris will be picked up and disposed of per state and local requirements.

PROPOSAL SUBMISSION REQUIREMENTS

Qualified Respondents interested in responding to this RFP should include the following information along with your submission. All information should be current within the past twenty four (24) months. **The Respondent shall submit responses in the order listed below.**

Prepare a table of contents for the response being submitted and label in the following order.

- A. Qualifications and Experience
 - ✓ Include company name, address and contact information.
 - ✓ Include the history and size of the company.
 - ✓ Include name and title of the person authorized to contractually obligate company with response and future negotiations; if any.
 - ✓ Include any lawsuit information the firm has been involved in the last five (5) years.
 - ✓ Include companies financial statement (please note this will remain confidential)
 - ✓ Provide a listing of all county government clients during the last two years.
 - ✓ Provide any additional information that would demonstrate your companies experience and competence in providing the services requested.
 - ✓ Identify the responsible staff that will be working on this project.
 - ✓ Include resumes for management overseeing project and include any staff member experience
 - ✓ Include company's safety records and procedures
- B. References & Recommendations
 - ✓ Include the minimum of three (3) references for the company and include the contact information for each.
- C. Forms & Documents
 - ✓ Include completed forms as required in this RFP document.
 - ✓ Include insurance certificate and or a statement from your insurer verifying your insurance coverages, including workers compensation coverage
- D. Fee / Price /Warranty
 - ✓ Provide all fee's associated to the cost of the project of Proposal fee Form Attached.
 - ✓ Fee estimates and actual billing are to be itemized
 - ✓ Provide all warranty information and fees.
 - ✓ Days needed to complete and anticipated start date

EVAULATION 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 interview some or all of the top ranked firms. The Respondent(s) with the highest scores may be invited to prepare a Best and Final Offer for consideration by the evaluation committee. The evaluation committee will determine the most highly qualified firm based on the information submitted and will begin contract negotiations. If a contract cannot be negotiated with the highest ranked firm then the County will formally end negotiations and will notify the second ranked firm for negotiation, and so on. Gregg County reserves the right at its sole discretion to determine if pursuing contract negotiations in in the best interest of the County. The County is under no obligation to pursue contract negotiations.

During the evaluation process the county may at its discretion, request one or all of the firms to make oral presentations. The County also reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions as deemed in the best interest of the County. 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. Gregg County reserves the right to request presentations from one or all firms.

Gregg County reserves the right at its sole discretion to determine the process for 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 submittals to this RFP.

Evaluation Criteria

1. Qualifications and Experience of the Respondent.	40 points
2. References and Recommendations	10 points
3. Forms and Documents to include insurance certificate	15 points
4. Fee/Price	35 points

Required Forms

PRICE PROPOSAL FORM

Bond Fees: \$ 3028

Bond Fees: \$ _____

Any other applicable Fees: \$ _____

Any other applicable Fees: \$ _____

Warranty Fees \$ 1,000

Total Cost Re-Roof Project: \$ 124,148.45

Days needed to complete Project: 80

Proposed Project Start Date: 08/15/23
(if awarded in July 2023)

Explain below any other applicable fees listed above:

Project Warranty Information:

20 Year NDL for TPO Flat Roof

System Plus Limited Warranty for Shingle Roof

1 Year Workmanship Warranty for TPO Flat Roof and 5 Year Workmanship

Warranty for Shingle Roof

RFP 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 Bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE:

COMPANY NAME:	RLM General Contractors
ADDRESS/CITY/STATE/ZIP:	301 Mamon Dr Longview, TX 75604
CONTACT NAME/TITLE:	Michael Martin Project Lead
BUSINESS PHONE/FAX:	903-759-7656
SCOPE OF WORK:	Various Commercial Flat Roof and Metal Roof Installations

REFERENCE TWO:

COMPANY NAME:	WRL General Contractors
ADDRESS/CITY/STATE/ZIP:	10858 FM 346 Flint TX 75762
CONTACT NAME/TITLE:	Bob Leavine President
BUSINESS PHONE/FAX:	903-894-7768
SCOPE OF WORK:	Longview Police Department and Hallsville West Elementary Roofs

REFERENCE THREE:

COMPANY NAME:	JPJ Construction
ADDRESS/CITY/STATE/ZIP:	302 N Main St Quitman TX 75783
CONTACT NAME/TITLE:	Jonathan Jackson Owner
BUSINESS PHONE/FAX:	903-763-8441
SCOPE OF WORK:	Various Commercial Flat Roof and Metal Roof Installations

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal 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 Proposal 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.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

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 Bid 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: 07/10/2023

Printed Name: Ryan Baumgardner

RFP SIGNATURE FORM

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

The undersigned affirms 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 Proposal 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 Specifications. The period for acceptance of this Proposal will be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Proposal 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 affirms that they have read and do understand the specifications and any attachments contained in this solicitation. *Failure to sign and return this form will result in the rejection of the entire Proposal.*

Signature: _____

Date: 07/10/2023

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name Ryan Baumgardner Title Owner

Tel. No. 903-238-8841 Email: Ryan@LongviewroofingLLC.com

Address: 505 E Cotton St

COMPANY IS:

Business included in a Corporate Income Tax Return? YES NO

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

Partnership consisting of _____

Single Member LLC solely owned and managed by Ryan Baumgardner

Principal offices are in the city of Longview TX

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
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 7th 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

Longview Roofing LLC

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

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

Name of Officer

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

N/A

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.

N/A

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).

N/A

7 
Signature of vendor doing business with the governmental entity

07/10/2023
Date



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

June 13, 2023

To: Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement RFP# 2023-11 Roof Replacement for Marvin A. Smith Facility, Gregg County, Texas

Please run the following ad on Wednesday, June 14, 2023 and Wednesday, June 21, 2023 in the Longview-News Journal.

PUBLIC NOTICE

Sealed proposals will be received by the County Purchasing Agent, Kelli Davis at the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on Monday, July 10, 2023 by 2:00 PM for RFP No. 2023-11 Roof Replacement for Marvin A. Smith Facility, Gregg County, Texas. Late proposals will not be accepted. Specifications will be available on Wednesday, June 14, 2023 by visiting www.co.gregg.tx.us on the Purchasing Department web page, or request by e-mail at purchasing@co.gregg.tx.us or by calling (903)-237-2684. Payment will be made after items 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 RFP received and to waive any irregularities or formalities in the best interest of Gregg County.

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest, LLC 914 Judson Road Longview, TX 75601 903 757-3760	CONTACT NAME: Maureen S. East	
	PHONE (A/C, No, Ext): 903 757-3760 FAX (A/C, No):	
	E-MAIL ADDRESS: maureen.east@usi.com	
INSURED Longview Roofing, LLC P O Box 3076 Longview, TX 75606	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Clear Blue Specialty Insurance Co.	37745
	INSURER B: Evanston Insurance Company	36378
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D:	
	INSURER E:	

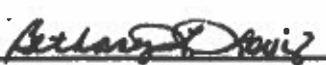
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		AR01RS230154803	03/20/2023	03/20/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MKLV4EUL104503	04/19/2023	03/20/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0002028581	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability Policy includes Additional Insured endorsements CG2010 0413 & CG2037 0413 and Waiver of Subrogation endorsement CG2404 0409, each on a blanket basis, applicable when required by written contract.

The Workers Compensation Policy Includes a blanket waiver of subrogation endorsement (WC 42 03 04 B) when (See Attached Descriptions)

CERTIFICATE HOLDER Gregg County Purchasing Office 101 East Methvin Suite 205 Longview, TX 75601	CANCELLATION 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 
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DESCRIPTIONS (Continued from Page 1)

required by written contract.

General Liability includes Per project has \$1,000,000 Occurrence and \$2,000,000 Aggregate with no Cap on per project Aggregate, per form CG 2503 0509.

EXHIBIT B

STANDARD TERMS & CONDITIONS

Bids are solicited for generator maintenance and services for Gregg County. **By returning this bid 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 C. Special Conditions

1. 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 facilities necessary for the execution and completion of the work covered by the contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall if required, furnish satisfactory evidence as to the kind and quality of materials.
2. Right of Entry: Gregg County reserves the right to enter the property or location on which the work herein is contracted for by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as Gregg County may desire.
3. Equipment, Materials and Construction: Gregg County shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the Contractor has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted. Contractor is not responsible for damage done by others after signoff.
4. 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 Gregg County shall inform Contractor in writing that any workers on the job are, in Gregg 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 Gregg County's written consent.
5. 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.
6. Protection of Adjoining Property: 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 process of construction to undertaken under this Agreement, from any damage or injury by reason of said process of construction; 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 Gregg 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.
7. Payments Withheld: Gregg 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 work 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 work will not be completed within the contract time.

8. Change Orders: Without invalidating this Agreement, Gregg County may, at any time or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by Gregg County after formal approval of Gregg County. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time, which may result from the change.
9. Examination of Site of Project: Contractor shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project. Others will not have access to door opening once removal has started.
10. Trade Names and Materials: Where materials or equipment are specified by a trade or brand name, it is not the intention of Gregg County to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean the equivalent of, or equal to some other thing, in the opinion or judgment of Gregg County. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by Gregg County, and Gregg County shall have the right to require the use of such specifically designated material, article or process.
11. Barricades, Lights, and Watchmen: Where the work is carried on in 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 watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, Gregg 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 watchmen shall not cease until the project shall have been accepted by Gregg County.
12. Restoration or Site & Cleanup: Upon completion of the project (or major portions thereof) the Contractor shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign

substances shall be disposed of. The Contractor shall thoroughly clean all equipment and materials installed by and shall deliver over such materials and equipment in an undamaged, clean condition.

13. Safety: In accordance with generally accepted construction practices, the Contractor alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of Gregg County to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
14. Existing Utilities and Service Lines: The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by operations. Where existing utilities or service lines are cut, broken, or damaged, 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.
15. Protection of Property: The Contractor shall, at no additional expense to Gregg County, protect by false work, braces, shoring or other property along the line of work or affected directly by Contractor work, against damage and shall repair the damages or repay the injured County if such damage occurs. The Contractor shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the Contractor without additional compensation. Protection is Contractor's responsibility and Contractor must satisfy as to the existence and location of all utilities and structures.
16. Contracts in Default: Gregg County may declare a contract in default for any one or more of the following reasons:
 - Failure to complete the work within the contract period or any extension thereof.
 - Failure or refusal to comply with an order of Gregg 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 work 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 Gregg County.
17. Indemnity: Contractor shall indemnify and hold Gregg 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.
18. 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.

**Roof Replacement for Marvin A. Smith
Gregg County, Texas
RFP 2023-11**

	Longview Roofing	Nabors Roofing
Total Score	87	81

**GREGG COUNTY
COMMISSIONERS' COURT AGENDA
REGULAR MEETING
Monday, August 7, 2023 @ 10:00 a.m.
Commissioners' Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas**

1. Approve payroll and transfer of funds.
2. Approve bills payable, special bills, budget amendments, and budget transfer requests.
3. Approve health plan claims payments.
4. **PUBLIC COMMENTS**
5. **AUDITOR**
 - a. Request approval of the Quarterly Investment Report for Quarter Ended June 30, 2023.
 - b. Acknowledge ratification of collateral pledged and released.
6. **COMMISSIONERS**
 - a. Precinct 1 - Request approval to transfer funds from Salaries and Wages to Capital Outlay for the purchase of a 2023 Kawaskai Mule 4010. Budget Transfer Request is provided.
 - b. Precinct 1 - Discussion and any necessary action to transfer funds from 160941 Capital Road & Bridge to 160810 Road and Asphalt to asphalt Deer Run and Northridge Circle. Budget Transfer Request is provided.
 - c. Precinct 1 - Request approval for installation of driveway culvert at 760 Lonesome Pine Road. Owner will provide material and Precinct 1 providing labor and equipment only. Project Planning report is provided.
 - d. Precinct 1 - Request approval to assist the City of Longview with the re-oiling of six (6) roads:
 - Wesley Street
 - Alberta Street
 - Ida Street
 - Meadowview
 - Meadowview Road
 - Meadowview Circle

The City of Longview will provide all materials and Precinct 1 will provide equipment and labor. Project Planning Reports are provided.

- e. Precinct 3 - Request approval to transfer funds from Capital Road to Capital Project to continue repairs on the next section of Old Highway 135. Budget Transfer Request is provided.
- f. Precinct 3 - Request approval of Agreement with Sabine ISD for sale of 200 cubic yards of surplus recycled asphalt pavement. Request letter is provided.
- g. Precinct 4 - Request approval to assist the City of Lakeport in patching on Walter Street. Precinct 4 Road & Bridge will furnish labor and equipment and the City of Lakeport will furnish any necessary materials. Project Planning Report is provided.

7. COUNTY JUDGE

- a. Discussion with possible action regarding a burn ban.
- b. Discussion and any necessary action to propose 2023 tax rate of \$0.278066 and announce public hearing on the tax rate on August 21, 2023 at 10:00 a.m.
- c. Discussion and any necessary action to propose cost of living adjustment for non-law enforcement employees.

8. HUMAN RESOURCES

- a. Discussion and any necessary action to approve pre-funding \$200,000 in an imprest fund with International RX LLC, to cover expenses related to international sourcing of group participant's prescriptions.

9. MAINTENANCE

- a. Request approval for the City of White Oak to perform a directional bore beneath Shiloh Road to install a one-inch (1") polyethylene customer service line within a three-inch (3") Polyvinylchloride (PVC) encasement located approximately four-hundred feet (400') east of the intersection with Beall Road in Precinct 3.
- b. Discussion and any necessary action to approve a transfer from Non-Departmental Contingency to Courthouse Repairs & Maintenance to cover unexpected repair costs.

10. PURCHASING

- a. Consider approval of budget transfer for the Marvin A. Smith Roof Replacement Project.

- b. Consider approval to award RFP# 2023-11 and authorized contract for the Marvin A. Smith Roof Replacement Project.

11. TAX ASSESSOR-COLLECTOR

- a. Request acknowledgment of Certification of Required Information for 2023 Truth and Taxation (TNT), as required by Property Tax Code.
- b. Request approval to renew TxDMV County Road & Bridge Fee. Current fee is set at nine dollars (\$9.00) and is not to exceed ten dollars (\$10.00). All revenue to be credited to the county Road & Bridge fund.

12. ADJOURN