



*Request for Qualification Statements*

*For*

*Professional Engineer Services for Roof Project at the Gregg  
County Courthouse*

**RFQ# 2016-611**

***Gregg County, Texas***

**DUE DATE: Wednesday, June 22, 2016**

**BY: 2:00 p.m.**

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

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**GREGG COUNTY, TEXAS**  
**REQUEST FOR STATEMENT OF QUALIFICATIONS**

In accordance with the Laws of the State of the Texas, Gregg County is seeking to enter into a contract with a qualified, state-registered engineer for professional consulting services.

**SEALED QUALIFICATION STATEMENTS** must be addressed to the Purchasing Agent for Gregg County, Texas and must be received in the Purchasing Department at, 101 East Methvin, Suite 205, Longview, Texas 75601 not later than 2:00 p.m. on Wednesday, June 22, 2016, for the following:

***Professional Engineer Services for Roof Project at the Gregg County Courthouse***  
***RFQ # 2016-611***

Solicitation documents are now posted on Gregg County Website [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department webpage. Only paper responses are allowed for this RFQ; facsimiles will not be accepted. Paper documents may be obtained from the office of the Purchasing Agent at 101 East Methvin, Suite 205, and Longview, Texas 75601.

**All documents relating to this Request for Qualification including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under on Gregg County Purchasing Department website 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.**

## *INSTRUCTIONS*

- ❖ ***Submission of Qualification Statements: Two (2) complete sets*** of original statement documents with original signatures and one flash drive (jump, thumb) with a copy of statement shall be sealed and **marked** RFQ# 2016-611, Professional Engineering Services and mailed/hand delivered to the address below by the closing date specified. **A facsimile transmission is not an acceptable response to this RFQ Process.**

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

- ❖ Questions concerning this Qualification Statement process shall be directed to Gregg County Purchasing Director by email to [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us); Kelli Davis. Failure to comply with this guideline could result in disqualification.
- ❖ **All statement returns must be sealed** when returned to Gregg County.
- ❖ STATEMENTS WILL BE received and publicly acknowledged at Gregg County Purchasing Department located at the address listed above on Wednesday, June 22, 2016 at 2:00PM. Vendors, their representatives and interested persons may be present; only the names of the statement returns will be read aloud – all statement information will remain confidential until a contract is awarded; if any.
- ❖ It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. Failure to provide original signatures on these forms could render statement non-responsive.
- ❖ **Any statements received after the date and/or hour set for bid opening will not be accepted. Bidder 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 of the bidder.** If statements are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the statement 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 bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

## **Project Description**

Gregg County is seeking to establish a long term contractual relationship with engineering firm(s) for the purpose of assisting the County with all aspects of planning, **engineering**, design, and potential construction administration of complete roof replacement of the Gregg County Main Courthouse, East Annex and West Annex. The selected firm(s) will be retained to provide the services necessary to implement the improvement projects once funded.

The Engineering services required may include, but may not be limited to, preliminary engineering and environmental assessment; engineering design; preparation of project construction plans, specifications, and contract bid documents; attending project status, pre-bid, bid opening, and preconstruction meetings; contract administration and close-out; and providing project “As-Built” drawings.

The County may select one or more firms for work under this Request for Qualifications (RFQ) process. The scope of the professional services work in this RFQ may not include the entire County’s professional engineering work. If determined to be in the best interest of the County, the County may award work to firms, for undefined projects, that were not awarded work under this RFQ. The contracts for this RFQ shall be awarded on a case-by-case basis. Award of a contract or subsequent assignment as part of the awarded contract, will not disqualify a firm from responding to any future project for which a project-specific RFQ may be issued.

## *Standard Terms & Conditions*

In accordance with the provisions of Texas Local Government Code, Chapter 271, Sub Chapter H, and Texas Government Code 2254, Gregg County (the County) is requesting qualifications to contract with a qualified individual or team of professionals with considerable experience in the delivery of professional engineering services to a county. The responses shall be submitted to Gregg County in a sealed submission, in accordance with Texas Local Government Code 271.0245.

- Gregg County will utilize the requested professional services on an “as needed” basis, to assist County Staff with the development of capital and non-capital improvement projects.
  
- **CONTRACT TERM:** It is the intention of Gregg County, to award contract(s) for Professional Engineer Services for Roof Project at the Gregg County Courthouse, for the term approved by the governing body. The RFQ initial contract period is for one year. At the expiration of the initial contract period, this contract may be renewed **annually** by written agreement between both parties for up to five (5) one-year options.
  
- **PAYMENT AND INVOICES:**  
All responses shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of a contract. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or services. Responses which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Manager, the review, inspection, and processing procedures can be completed as specified.
  
- **Invoices** shall be sent directly to Gregg County Purchasing Department, 101 East Methvin, St. 205, Longview, TX, 75601. It is the intention of Gregg County to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the County of Gregg Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**
  
- **TAX EXEMPTION:**  
Gregg County, Texas qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Any Contractor performing work under this contract for Gregg County may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller’s ruling #95-0.07 and #95-0.09.
  
- Gregg County reserves the right to not accept late statements. Each firm is responsible for insuring that responses to this RFQ have been delivered by the date, time and to the location as specified in this Request for Qualifications. The receipt of the qualifications

submitted will be acknowledged as received only, and does not constitute any acceptance by Gregg County as an offer. Documentation will become a part of the Commissioners Court minutes only after selection is made, if any.

- 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.
- 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.
- Gregg County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents. Gregg County reserves the right to reject any or all proposals/statements and to award contracts to primary, secondary or multiple vendors as deemed in the best interest of Gregg County.
- Costs of preparation of a response to this request 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.
- All documents submitted as part of the vendor's offering will be deemed confidential during the evaluation process.
- 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 Gregg County Commissioners Court.
- Gregg County reserves the right to terminate any contract with Awarded Respondent at any time, without cause, upon no less than thirty (30) days written notice, delivered by

certified mail or in person, to Gregg County Purchasing Agent at 101 E. Methvin, Longview, Texas 75601.

- Respondent understands and agrees that in returning a response to this statement/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by Gregg County Commissioners Court; if any.
- Gratuities– Gregg County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, 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 Seller in providing such gratuities.
- 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.
- **Insurance Requirements** – Gregg County, Texas requires the following insurance coverages for contractors doing business with Gregg County, unless otherwise specified in the request for proposal or contract.
  - Worker's Compensation insurance with \$500,000.00 Employer Liability limits under Coverage B (no deductible)
  - General Liability insurance with limits of \$1,000,000.00 per occurrence/aggregate, including products and completed operations coverage
  - Auto liability limits of \$1,000,000.00
  - County named as "*additional insured*" not "*additional named insured*"
  - Deductible shall be \$5,000.00 or less on each of the above listed coverages
  - Worker's Compensation

Respondent shall provide a certificate of insurance evidencing their general liability, automobile and worker's compensation insurance coverage's and amounts. Alternatively, the respondent may provide a statement indicating that the firm has in effect or can obtain the insurance coverage required by the County. If the proposer is unable to provide this coverage, the proposer must describe the insurance coverage that can be provided, and explain why the County's preferred coverage cannot be provided. Under such circumstances, proposer shall propose alternative terms and conditions in lieu of the terms and conditions the County has identified in the attached Exhibit. The selected consultants shall provide satisfactory proof of insurance for all coverage. Moreover, on



all insurance the selected consultant shall name the County, its officials, employees, and agents, as additional insured's (except workers' compensation, professional liability and professional errors and omissions policies). Affirmatively state that proposer can comply with these two requirements or explain why such an affirmation cannot be provided.

- Contractor must provide a certificate of insurance conforming to the above listed requirements or a statement from his insurance carrier certifying that required coverages shall be obtained by awarded vendor within ten (10) days of formal award of a contract. In cases 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 coverages being put into force **prior** to any performance of any duties outlined in the contract..
  
- **Subcontractor Payment Certification** - Every contract by the County for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments. In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the County, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the County. During the contract and upon completion of the contract, the County may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the contractor's failure to make timely payment to the subcontractor.

## *Criminal Background Checks*

**Criminal background checks will be performed on any contractors, and contractor's 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.**

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

- The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Vendor personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your 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.**

## **Scope of Services**

### **Purpose**

Gregg County is seeking expressions of interest and statements of qualifications from Professional Engineering Firms to provide services, as requested by the County, including but not limited to studies, professional engineering, and inspection, for the following types or similar types of capital improvement projects authorized by the County. The County reserves the exclusive right to decide which projects will be undertaken.

### **Scope of Services**

The selected firm(s) will assist the County in developing statements, descriptive narratives, conceptual site plans and floor plans, as needed, to document the renovations, additions and/or new facilities identified as capital improvement projects. The selected firm shall also be required to develop preliminary design and construction schedules, as well as preliminary project budgets for the scopes of work included in the various capital improvement projects. If the County retains the services of a Project Manager or Construction Manager, the selected firm shall be expected to work closely with the County's Project or Construction Manager.

### **Summary of Requirements**

The County views its relationship with consultants as a partnership where they assist the County as needed in planning, design, and construction of public improvements. The consultants will provide technical expertise, services, and resources as needed. Consulting engineers will be expected to participate with the County to resolve construction issues, including construction claims, as needed.

#### Roofs

- Roof Assessment Reports
- New installations of Roof Systems
- New installations of metal roofs
- Roof repairs
- Complete design and engineering for bringing roof into compliance to all existing building codes

#### Structural and Waterproofing

- Waterproofing of deck surfaces, roof tops and the building exterior
- Expansion joint controls and analysis
- Water intrusion investigation and analysis

#### Building Envelopes

- Masonry repairs and new installations
- Provide building envelope analysis for weather tightness (deck coatings, sealants, waterproofing, weather stripping, door and window gaskets, seals and glazing)

- Attend regular, special and emergency meetings at Gregg County, when required or requested.
- Attend all other meetings and bid related conferences that Gregg County deems necessary, and as required.
- Prepare and/or review and evaluate reports, permits, applications, correspondence and bid documents as requested by Gregg County, or any regulatory agency, as required.
- Review of all correspondence referred by Gregg County, and prepare correspondence on behalf of Gregg County, as required.
- Interact with applicable County personnel, Contractors, other consultants and governmental agencies, as required.
- Project Management, Construction Management and Inspections services as requested by the County.
- **Submit all closeout documents and “as built” to County upon project completion.**

### **Gregg County Duties and Responsibilities:**

The County will be responsible to the awarded contractor(s) for the following tasks:

- (1) Provide information concerning the proposed project that may be available in County files;
- (2) Make available mapping and design information previously developed; if any.
- (3) Provide a project manager to be responsible for overall project management and provide coordination between the consultant and the County.
- (4) Establish the work scope and design parameters for each project, including related standards.
- (5) Inform the consultant of any known design parameters or requirements; make available guidelines, policies, and regulations to be used in review and/or developing design.
- (6) Submit applications to the State and/or County for required permits. (Note Consultant will prepare and may be requested to submit the application.)
- (7) Maintain records and process payment requests.
- (8) Legal review of all contracts, bid forms, and real property conveyances.

## Statement Submission Requirements

Qualified professional firms or individuals interested in responding to this RFQ should include the following information along with your qualification statement. All information should be current within the past twenty four (24) months.

### **REQUIREMENTS:**

The submission must be in the following format, which complies with Texas Government Code 2254. This is a two-step selection process, and Gregg County shall award a final contract or contract(s) to the most qualified firm(s), upon successful negotiated agreement, to fulfill the identified needs of the County; if any.

#### **1. Introductory Letter**

A statement in the introductory letter shall name the person or persons authorized to represent the consultant in any negotiations and sign any contract that may result. If any addenda were issued, it shall be acknowledged in this letter.

#### **2. Proposed Project Staff**

Provide a statement that identifies the key personnel who will be directly assigned to primary areas. State the qualifications and related experience of each member of the proposed project team and designate the employ of each team member e.g. company employee, contract employee, etc. Demonstrate Company's or Individual's relevant experience to the type of work solicited. Provide an Organizational Chart with roles and responsibilities of key individuals assigned to support the project. Include State of Texas Professional Engineer registration numbers and NICET (National Institute for Certification in Engineering Technologies) certification numbers for individuals that will have design, inspection, and testing, and certification responsibility for the specific requirements. Respondent must be registered, or have personnel on their direct staffs that are registered in the professional services discipline required to perform the services requested. If sub-consultants are included to assemble a project team, their qualifications and experience of proposed key personnel should be described with respect to the relevant category or subcategory of work. Professional Services are defined in Texas Government Code (TGC) 2254.002(A) (2). Respondent shall certify that all engineers selected for this project shall be based on demonstrated competence and qualifications, in the matter provided by Section 2254.004 of TGC.

*Change Management: The Proposer agrees that the key personnel assigned to the Contract shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Respondent or unless Gregg County agrees to a change in the key personnel.*

#### **3. Qualifications of Responding Firm**

The responding firm shall provide written pertinent information about the firm and related experience with primary areas. In addition, the firm should identify its total number of

technical and professional personnel by discipline and training and further describe the workload during the period.

The respondent must currently be licensed to perform work in the State of Texas. A copy of current licensing must be included in your proposal.

The Respondent shall demonstrate, through previous minimum experiences, the ability to maintain Budget and Schedule compliance for large scale public projects.

The Respondent shall demonstrate exceptional Quality Assurance, through previous minimum experiences. Respondent shall provide the name and job title of the person in your organization who oversees your quality assurance program. Provide a description of your firm's quality assurance program. Gregg County reserves the right to require a copy of your Quality Control Manual and Quality Assurance Processes which, if contracted, will become a contract document.

Include a brief description of the consultant's capability, training, and experience to carry out a value engineering study.

Respondent shall detail any and all relevant history of litigation involving public works projects.

Respondent shall detail any and all exceptions within the proposal response.

**4. Quality of Client Service**

Provide a statement that demonstrates the quality of service provided to clients. The response should address the following: 1. Availability for meetings, joint field work, and other combined efforts; commitment to timely delivery of work products; and commitment to timely communication with County staff. 2. Internal procedures and/or policies for quality assurance and cost control. 3. Success in minimizing the number of contract change orders on design and construction projects managed by the firm. 4. Long-term client/firm relationships. Preferably, this information shall reflect multiple years of repeat work for various clients, preferably those clients also listed as a reference.

**5. References**

Respondent shall provide references including contact names, e-mail addresses and current, correct phone numbers of firms for which you have performed similar professional services.

**6. Proof of Insurance**

Please see Gregg County's required insurance coverage is described on page 8 and page 9 of this document.

**7. Financials**

Include information on the firm/individual financial stability.

**8. Required Forms**

Completed forms with original Signatures. (See bid forms section of this document)

## Evaluation Criteria/Process

After public opening of qualification statements, 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 evaluation committee will determine the most highly qualified firm/individual based on the information retrieved from returns, interviews and or presentation. 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.

Selection of firm(s) to provide the aforementioned services will be in accordance with Gregg County Purchasing Policies and procedures. The solicitation responses shall be sent to the County in a separate, sealed submission. Gregg County shall open all technical proposals and evaluate each respondent in accordance to the below criteria:

### **Step 1:**

Gregg County will evaluate the **solicitation response** in accordance with the selection criteria and will rank the firms on the basis of the submittals. Gregg County reserves the right to consider information obtained in addition to the data submitted in the solicitation response. The selection criterion is listed below:

#### **1. Identification and understanding of the County's requirements**

The respondent's clear, concise, and written response to the understanding of the objectives and scope of the requested services. The respondents' proposed quality control program. The respondent's creativity and thoroughness as indicated within the written approach, and methodology, to providing the services. Ability to meet the County's insurance requirements shall also be considered in this evaluation category. Availability and dedication to Gregg County projects shall also be considered.

#### **2. Past performance and experience on projects**

The respondent's successful experience in projects within the primary areas similar to the scope of work requested in this solicitation will be a major consideration. Based on the past performance of both the individual project personnel and the respondent, Gregg County will determine if the respondent has the track record to provide the required services in successfully administering projects. The meeting of project budgets and project schedules will be items of consideration in evaluating past performance. Firms shall complete the requested references and offer specific examples of successful past performance in working with municipalities in Texas.

#### **3. Experience and qualifications of the Respondent and key personnel**

The qualifications of the respondent in terms of experience, service capability and resources will be reviewed in order to assess the ability of the respondent to successfully complete the project assignments. The firm's ability to provide the necessary professional and technical expertise and supervision will be a major consideration.



The qualifications and experience of the individuals who will be directly assigned to the primary areas is a major evaluation factor to be considered. The personnel cited shall be designated as to whether they are an employee, consultant or contract employee of the respondent. Their educational and professional credentials as well as direct experience on projects will be considered in evaluating the respondent. Experience with other county funded projects and familiarity with county requirements and procedures will also be considered in the evaluation process.

**4. Previous successful experience in providing identified services for Gregg County.**

Previous experiences working with Gregg County shall be considered.

The total possible score of the technical proposals shall be scored and weighted. Based on the outcome of the computations performed, each proposal will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score for each proposal for completion of the final scoring process, Step 3.

The proposals shall be evaluated utilizing standard tools, based upon the weighted factors above, and will be assigned a final score. Gregg County will proceed to Step 2, with the firm or firm(s) that has been deemed finalists.

**5. Responsiveness to this RFQ including submittal of all information and forms required.**

**Step 2:**

After the final ranking of the proposals from the design firms, provided Gregg County elects to proceed without oral presentations, the County will immediately proceed to negotiate final pricing, terms and conditions with the highest ranked firm or firm(s). Gregg County may elect to conduct oral discussions, request clarifications, and presentations concerning the ability to furnish the requirements, as part of the negotiation process.

Provided Gregg County cannot successfully contract with the highest ranked firm or firm(s), Gregg County shall formally, and in writing, end all negotiations with that firm and Gregg County may elect to proceed to negotiate with the next available firm in the order of the selection ranking until a contract or contract(s) is reached or negotiations with all ranked firm(s) end, in accordance with Texas Government Code 2254 and Texas Local Government Code 271. Gregg County seeks to award a contract or multiple contracts to satisfy the County's request for these identified services.

**Step 3:**

Gregg County staff shall provide a recommendation to Gregg County Commissioners, and request authorization to proceed with contract execution for the proposed services.

In following the above award process steps, Gregg County shall have evaluated each respondent's experience, technical competence, capability to perform, the past performance of the respondent's team, and other appropriate factors submitted by the respondent in responding to the solicitation and assign appropriate points based on the weighted criteria specified.

# **Bid Forms**

***CERTIFICATION OF ELIGIBILITY***

By submitting a bid or statement in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is ***not*** on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the debarred/suspended list between the time of bid/statement submission and time of award, the bidder/proposer will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Printed Name:**\_\_\_\_\_

## **STATEMENT SIGNATURE FORM**

The undersigned agrees this bid becomes the property of Gregg County after the official opening.

The undersigned affirms he/she has familiarized himself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of services, delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned affirms that they are duly authorized to execute a binding contract, that this statement has not been prepared in collusion with any other Bidder, nor any employee of Gregg County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Gregg County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and 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.

### ***Disadvantaged Business Enterprise Goal***

Vendor understands the Disadvantaged Business Enterprise Goal and that Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The DBE Goal for professional services for this project is 5%.

The undersigned affirms that they have read and do understand the bid packet, scope of work and any attachments. ***Failure to sign and return this form could result in the rejection of the entire bid.***

**Signature** \_\_\_\_\_ **X**

Company Name		
Address		
County/State/Zip Code		
Phone:	Office:	Fax:
	Cell:	Email:
Print Name		
Job Title		

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

Vendor;

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable 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. Please DO NOT complete this form if you do not have a viable conflict. If you have any questions, please contact Gregg County Purchasing Department at 903-237-2684.

Original completed forms should be sent/mailed to Gregg County Purchasing Department and/or emailed to [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us).

**Gregg County Purchasing Department  
101 East Methvin, St. 205  
Longview, TX 75601**

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

***Applicable Law***

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

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY	
Date Received	

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

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

**3** Name of local government officer with whom filer has employment or business relationship.

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

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

**4**

\_\_\_\_\_ Signature of person doing business with the governmental entity      \_\_\_\_\_ Date

Adopted 06/29/2007

## **Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### **The Filing Process:**

- 1.** Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
- 2.** Once submitted, the system will generate an electronic Form 1295 displaying a “Certificate Number.” Your firm must print, sign and notarize Form 1295.
- 3. Within ten (10) business days** from notification of pending award by the Gregg County Purchasing Agent, the completed Form 1295 **must** be submitted to Gregg County.
- 4.** Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Gregg County contract.

Instructions and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.



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

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June 6, 2016

To: Julie Ross <[jross@news-journal.com](mailto:jross@news-journal.com)>  
Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement RFQ# 2016-611 Professional Engineering Services for Gregg County, Texas

**Please run the following ad on Tuesday June 7, 2016 and Monday June 13, 2016 in the Longview-News Journal.**

PUBLIC NOTICE

Sealed qualification statements will be received by the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on or before Wednesday, June 22, 2016 by 2:00 pm for RFQ No.2016-611 Professional Engineering Services for Roof Project at the Gregg County Courthouse. Bid packets will be available on June 7, 2016 by visiting our website at [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department web page, or request by e-mail at [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us) or by calling (903) 237-2684. Payment will be made after items 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 bids received and to waive any irregularities or formalities in the best interest of Gregg County.