
CONTRACT FOR INTERNET PROVIDER SERVICES AT GREGG COUNTY FACILITIES

This Contract is executed by and between Conterra Networks and Gregg County, Texas, hereinafter called CONTRACTOR AND COUNTY, respectively,

It is AGREED and UNDERSTOOD that this Contract is for the Internet Provider Services (ISP) for the Gregg County owned buildings listed below and any newly acquired County property in Gregg County during the relevant contract term subject to approval of an agreed upon change order.

The CONTRACTOR shall provide all Internet Provider Services including the purchase of any applicable ISP equipment for Gregg County, per Exhibit A: RFP response from Conterra Networks and the Gregg County original RFP document, RFP 2021-04 and this Contract.

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

GREGG COUNTY PROPERTIES

Gregg County Courthouse

101 E. Methvin Longview, Texas 75601
Derold Miller / Jack Gary
Phone- 903-234-3171
Fax- 903-758-1148

North Jail

103 W. Whaley Longview, Texas 75601
Sheriff Maxey Cerliano
Phone- 903-236-1779

Justice of the Peace Precinct 2

3211 W. Marshall Ave. Longview, Texas 75604
Judge Tim Bryan
Phone- 903-237-2636
Fax- 903-297-3412

Justice of the Peace Precinct 3

622 Kay St. Kilgore, Texas 75662
Judge Talyna Carlson
Phone- 903-986-8411
Fax- 903-984-4345

Justice of the Peace Precinct 4

2131 S. Eastman Rd. Longview, Texas 75602

Judge Robby Cox

Phone- 903-758-6342

Fax- 903-758-2684

Road and Bridge Precinct 1

1179 FM 449 Longview, Texas 75605

Commissioner Ronnie McKinney

Phone- 903-663-0400

Fax- 903-663-2475

Commissioner Precinct 2

3211C West Marshall Ave. Longview, Texas 75604

Commissioner Darryl Primo

Phone- 903-759-3611

Fax- 903-759-6707

Road and Bridge Precinct 3

6174 FM 2206 Longview, Texas 75604

Commissioner Floyd Wingo

Phone- 903-759-8962

Fax- 903-297-9140

Road and Bridge Precinct 4

710 West Martin Luther King Blvd. Kilgore, Texas 75662

Commissioner Shannon Brown

Phone- 903-981-1117

Fax- 903-981-1119

East Texas Regional Airport

269 Terminal Circle Longview, Texas 75603

Roy Miller

Phone- 903-643-3031

Fax- 903-643-7371

Greggton Tax Office

3211 W. Marshall Ave. Longview, Texas 75604

Kirk Shields

Phone- 903-237-2601

Fax- 903-759-1672

Kilgore Tax Office

1102 N. Kilgore St. Kilgore, Texas 7562

Kirk Shields

Phone- 903-984-3521

Fax- 903-983-1739

Marvin A. Smith Facility

197 Floyd Wingo Dr. Kilgore, Texas 75662

Sheriff Maxey Cerliano

Phone- 903-988-0609

Veterans Services

1203A E. Marshall Ave. Longview, Texas 75601

Kevin Marshall

Phone- 903-237-2674

Fax- 903-238-8095

Records Management Building

813 and 815 Frank Lucy Rd. Longview, Texas 75603

Nancy Manning / Phone- 903-643-2563

Gregg County Community Center

500 E. Whaley St. Longview, Texas 75601

Gregg County Health Department

405 E. Marshall Ave. Longview, Texas 75601

Abdal Harris / Phone – 903-237-2621

Juvenile Probation

310 Turk St. Longview, Texas 75601

Cathy Cerliano / Phone- 903-758-0121

Longview Police Department

Courthouse to 710 S MLK

703 W. South St.

710 S. MLK Longview, Texas 75601

Lakeport Location

11230 FM 349 Lakeport, Texas 75603

Tax Office Gladewater

450 Broadway Gladewater, Texas 75660

The CONTRACTOR responsibilities shall include the following:

Scope of Work described in Exhibit A attached herein and including the following:

Contractor shall provide:

- 200/200 Mbps minimum with a maximum of up to 1G of symmetrical dedicated internet access with a managed Cisco router with one (1) GB port and thirteen (13+) usable IP addresses.
- Failover for dedicated internet access shall be provided when alternate location is determined, Core ISP diversity/redundancy, and Routes configured as primary and secondary with failover time in 2,000ms.
- All equipment for routing to all locations. Contractor shall use Cisco routers, model 2901 to handle up to but not to exceed 100mgbs network interface cards.
- Managed Metro Ethernet (MPLS) WAN for fifteen (15+) remote locations and data headquarters located at 101 E. Methvin St. Longview, TX.
- Managed Cisco router at data headquarters with one (1) GB port for WAN.
- Managed Cisco router at each remote site with one (1) GB port and 100Mbps bandwidth back to data headquarters for a total of 200/200MBPS.

- Contractor shall configure/install/manage/monitor all seventeen (17+) Cisco routers.
- Contractor shall continue to supply UNE T 1 Circuits at the following locations:
Gregg County Precinct#3- 6174 FM Rd. 2206 Longview, TX 75604
Gregg County Records Building- 815 Frank Lucy Rd. Longview, TX 75603
- Progress reports at completion of major milestones and meetings as requested by the IT Director.
- An inventory and report of location availability of spare router equipment for each make and model of equipment deployed at each county location. Spares include chassis, interface cards, power supplies, etc. and shall be replenished by operations staff as they are used. Spares are stored at applicable County location.

Monitoring:

The Contractor shall provide monitoring of the system and shall, at a minimum:

- Provide 24/7/365 proactive monitoring of network operation and usage, connectivity points and customer connections. Contractor shall notify the Gregg County IT Director within fifteen minutes of any service disruption via email or phone.
- Perform a handshake, ping, SNMP status check, or other test with each managed network component at least every two minutes to insure that the monitored network component is in-service and is working as expected.
- Detect circuit or facility failures through loss-of-signal, carrier, data, or high error rate alarms, or the use of test signals to verify circuit health. Circuit failure shall not go undetected for more than two minutes by the terminating equipment.
- Raise appropriate alarms within five minutes of any detected failure.
- Log all alarms, all human interventions, and all in-service and out-of-service messages.
- Record network traffic statistics at least every five minutes.

Equipment/Accessories:

- All equipment/accessories shall be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

Reports/Meetings:

- As needed by Gregg County otherwise, meetings every 3 months
- Gregg County will require usage and special reports ready for analysis immediately upon request.

Billing/Auditing:

- All Gregg County invoices shall be itemized to the Gregg County Courthouse along with each specific location and include details on bandwidth utilization as well as phone usage information to include long distance.
- Gregg County consistently checks for security issues, audits the billing, and network consistently. Every 2 years Gregg County performs an extensive audit on the complete Gregg County network to include the phone system. When this happens, Gregg County will notify Conterra Networks to advise them of any and all penetration testing to be performed.
- All fiber optic and router installations shall be billed on an hourly installation charge as determined by the ISP. Gregg County shall have the right to review equipment invoices. Gregg County shall reimburse at cost only, NEVER at cost plus.

Failures/Emergencies:

- Conterra Networks shall provide immediate service in the event of a failure or an emergency and phone interruption of service.

Automated Upgrades:

- Conterra Networks shall notify the Gregg County IT Director in writing of any mandatory updates a minimum of a week prior to the scheduled update to ensure maximum security as well as operability. For internet and phone issues, the main contacts will be Jack Gary and Derold Miller at 903-234-3171.

Required Dedicated Personnel:

- Conterra Network shall provide a dedicated main technician assigned to each specific location. Gregg County requires access to the Contractor's main Network Operations Center as well as the personal cell phone number of the assigned technician for Gregg County. The particular technician should be available 24/7/365. Contact Names and Numbers of Dedicated technicians for Conterra shall be incorporated to this contract as Exhibit C.

Technical Issues:

- The Gregg County IT dept. **SHALL be notified immediately**, within ten (10) minutes, in reference to any and all technical issues regardless of severity. If the issue at hand is after regular business hours, the ISP must contact the "on call" technician from the Gregg County IT department so they can appropriately route the call to the specific technician.

In addition to the standard required Preventative Maintenance Service, emergency services may be needed occasionally and shall be rendered and made available on a twenty-four (24) hours per day basis. Twenty-four hour emergency services shall include an answering service response system

- CONTRACTOR shall perform cleanup of work areas on a daily basis.
- CONTRACTOR shall store project materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the operation and work of County business.
- CONTRACTOR shall be responsible for cleanup and removal of all equipment, surplus material, trash and debris related to this project upon completion of this project from the premises.

Insurance

- A. The CONTRACTOR shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The CONTRACTOR shall carry liability insurance as required in Exhibit B: Gregg County Standard Terms and Conditions.
- C. The CONTRACTOR shall supply a copy of proof of insurance coverage to COUNTY immediately and upon request and/or any change in coverage.

Termination Provisions

This contract is a five (5) year contract beginning **June 14, 2021 and expiring on June 13, 2026**; except that in a case of default by the CONTRACTOR by failure to meet conditions set forth in this contract, whereby the COUNTY shall have the right to cancel this contract by giving thirty (30) days written notice to the CONTRACTOR. The COUNTY agrees to give the CONTRACTOR written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the CONTRACTOR of its intention to cancel the contract. The COUNTY may also terminate this contract without cause as set forth in Exhibit B. In the event of cancellation or termination then COUNTY shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract. This contract may be renewed after the initial five year term; any renewals must be agreed to and in writing by COUNTY AND CONTRACTOR.

The parties acknowledge that the COUNTY is a political subdivision of the State of Texas and is subject to the provisions of Article XI, Section 5 and Section 7 of the Texas Constitution restricting local government's ability

to contractually commit itself to pecuniary obligations in future fiscal years. Accordingly, and notwithstanding anything contained in this Agreement to the contrary, in no event shall this Agreement constitute and unconstitutional debt. In the event the funds appropriated by the COUNTY's governing body in any fiscal period of the COUNTY for the COUNTY's expenditures required under this Contract are insufficient therefor, this Contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever.

Early Termination of Contract and Late Fees

In the event that COUNTY cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due upon receipt. Any amount not paid within thirty (30) days is past due.

Contract Amendments

- A. This contract may be amended by mutual agreement of both the CONTRACTOR and the COUNTY.
- B. All amendments shall be in writing and approved by the COUNTY and the CONTRACTOR'S authorized representatives.

Payment Terms

The COUNTY shall pay to the CONTRACTOR its fee of price as listed below for providing the services as submitted in Exhibit A, attached hereto and incorporated herein for all purposes. The COUNTY will make payment to CONTRACTOR within thirty (30) days of the statement receipt date or otherwise pursuant to Texas law for the making of payments by local government entities.

Criminal Background Checks

CONTRACTOR 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. CONTRACTOR'S personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. The Gregg County Sheriff will determine what it means by "pass" a criminal background check, and the County reserves the right to exclude any worker from access to the facility for security purposes, within the sole discretions. That status, within the County's sole discretion, must be maintained by all of CONTRACTOR's personnel entering COUNTY buildings for the duration of the contract. The COUNTY reserves the right to conduct additional Criminal Background Checks as it deems necessary.

Bonds

None required.

Priority

The CONTRACTOR shall give all COUNTY facilities priority in inspecting, restoring, and repairing all Internet Provider services and systems in the case of events including but not limited to hurricane, hard freeze, tornado/wind events, or unplanned power outages.

Special Conditions

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other 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.

RIGHT OF ENTRY. The 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 said COUNTY may desire.

EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR 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.

CHARACTER OF WORKERS. The CONTRACTOR agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the COUNTY shall inform him in writing that any worker or workers on the work are, in his opinion, incompetent, unfaithful or disorderly, such worker or workers shall be discharged from the work and shall not again be employed on the work without the COUNTY'S written consent.

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.

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 the COUNTY against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall apply to any claim of any kind arising out of the existence or character of the work.

PAYMENTS WITHHELD. The COUNTY may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective 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.

CHANGE ORDERS: Without invalidating this Agreement, the COUNTY may, at any time or from time to time,

order deletions, additions, or revisions to the work; such changes will be authorized by Change Order to be prepared by the 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.

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.

TRADE NAMES AND MATERIALS.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the 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 the 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 the COUNTY, and the COUNTY shall have the right to require the use of such specifically designated material, article or process.

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, the COUNTY may order the damaged portion immediately removed and replaced by the CONTRACTOR at its cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the COUNTY.

RESTORATION OF 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.

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 the 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.

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.

PROTECTION OF PROPERTY. The CONTRACTOR shall, at no additional expense to the 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.

CONTRACTS IN DEFAULT. The 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 the COUNTY within a reasonable time.
- Failure or refusal to remove rejected materials.
- Failure or refusal to perform anew any defective or unacceptable work.
- Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the 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 the COUNTY.

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

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.

APPROVED AS TO FORM AND CONTENT:

GREGG COUNTY:



Honorable Bill Stoudt, Judge
Gregg County, Texas

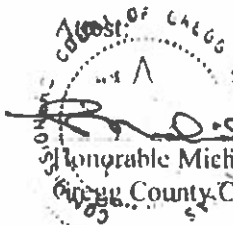
June 14, 2021
Date


AUTHORIZED REPRESENTATIVE:



Conterra Networks

June 14, 2021
Date




Honorable Michelle Gilley
Gregg County Clerk

June 14, 2021
Date