

WASHINGTON COUNTY, TEXAS

INVITATION FOR BID

ITB #WC25-111025



PROJECT: Washington County Jail Roof Overlay Project

DUE DATE: Thursday, December 4, 2025 at 10:00 A.M.

Washington County Clerk's Office
100 E Main St., Suite 102
Brenham, TX 77833

Date of Opening: Thursday, December 4, 2025 at 10:00 A.M.

Location: Commissioner's Courtroom 100 E. Main St.,
Suite 103
Brenham, TX 77833

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid (IFB) is for Washington County (“County”) to contract for roof overlay and lightning protection improvements at the Washington County Jail, in accordance with the requirements contained herein.

B. CLARIFICATION OF TERMS

1. All firms submitting bids (“Vendors”) will be considered for award. The successful Vendor will be referred to as the “Contractor.”

C. QUESTIONS AND INQUIRIES

1. Questions must be addressed in writing to: Bobby Branham at bbranham@washingtoncountytexas.gov
 - a. Deadline for questions: **Noon on Wednesday, November 19, 2025.**

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One original copy of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same sealed envelope unless otherwise instructed.
3. Bid Documents should be complied as follows:
 - a. Cover letter (optional but recommended)
 - b. Completed Bid Form
 - c. References Page
 - d. Bid Bond or Certified/Cashier’s Check (if bid over \$100,000)
 - e. Exceptions Document and Signed addenda, if applicable
 - f. Individual Principal Document (as applicable)
 - g. Vendor's Affidavit of Qualification to Bid
 - h. Non-Collusive Affidavit
 - i. Certificate of Insurance (or statement of insurability)
 - j. Copy of Texas Contractor License or documentation of qualification to perform roofing work
 - k. Vendor’s Verification Form
 - l. Conflict of Interest Questionnaire (CIQ)
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.

7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or noncompliance by the Vendor with specifications, instructions, and/ or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other required documents shall be enclosed in a sealed envelope. The envelope shall be addressed to the Washington County Clerk and clearly identified with the project name: “**WASHINGTON COUNTY JAIL ROOF OVERLAY PROJECT**,” along with the Vendor’s name and address. If the Bid Documents are sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope marked on the face with the notation: “**SEALED BID DOCUMENTS ENCLOSED.**”
2. Bids must be mailed or hand-delivered to the Washington County Clerk’s Office, 100 East Main Street, Suite 102, Brenham, Texas 77833, in order to be received prior to the announced bid deadline. Bids are due and will be opened publicly at the time listed on the front of this Bid Document. *Bids received after the deadline or delivered to the wrong location will be returned to the Vendor unopened.*
3. Bids must be submitted as instructed and include one (1) original and three (3) copies, along with a USB drive with a PDF copy. The **bid number and title** must be clearly marked on the outside of the sealed envelope.
4. **Mailed or hand-delivered bids only.** Courier or delivery service drop-box submissions (e.g., FedEx, UPS, USPS Express boxes) will not be accepted. Faxed or emailed bids will not be accepted.
5. It is the sole responsibility of the Vendor to ensure that the bid is received by the County on time.
6. The County will not speculate as to the reasonableness of any postmark or comment on the failure of a public carrier to make prompt delivery of the bid.
7. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor’s own risk.
8. A fully executed **Affidavit of Qualification to Bid** must be attached to each Bid Document.
9. Minority and historically underutilized vendors are encouraged to participate.
10. All Vendor-submitted Bid Documents shall remain valid for a minimum of **sixty (60) calendar days** from the date of bid opening.
11. Electronically mailed bids are not considered sealed bids and will not be accepted.
12. **Bid Security**: Each bid shall be accompanied by a **Bid Bond or Certified/Cashier’s Check** in the amount of five percent (5%) of the total bid, made payable to **Washington County, Texas**. The bid security guarantees that the successful bidder will enter into a contract and furnish the required performance and payment bonds within the time specified. Failure to include the required bid security shall be cause for rejection of the bid.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendor' s names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty (60) days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the lowest and best Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Texas or the Federal Government will not be accepted.
3. In determining a Vendor' s RESPONSIBILITY, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor' s employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/ perform the Goods and/ or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor' s RESPONSIVENESS, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any

informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

I. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document' s specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

J. PIGGYBACKING

1. Washington County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User' s failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor' s capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Washington County is subject to the Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Public Information Act.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next lowest and best Vendor. Contract will be executed by the Successful Vendor within fourteen (14) calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and county laws, rules, regulations, and limitations.
3. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/ or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The County, its authorized agents, and/ or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/ or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non- performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/ or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non- breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen (15) calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/ her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive or Court has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Washington County is exempt from being *directly* charged Federal sales tax. A copy of an exemption certificate shall be furnished upon request.
2. Successful Vendors cannot use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the County Engineer (and the County Commissioner's Court, if required), prior to additional Goods and/or Services being initiated. Extra Goods

and/ or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.

2. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the County Engineer (with County Commissioner' s Court approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/ or Services results in a reduction in the Goods and/ or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Washington County' s Maintenance Department, Attention: Bobby Branham and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Washington County' s Maintenance Department to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact the Washington County' s Maintenance Department, Bobby Branham, during normal business hours.
5. Washington County reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.
6. All addenda will be issued no later than November 20, 2025.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten (10) calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. If some characteristic of the bid requires that the bid must be reviewed by the County Commissioner' s Court, the award can be expected within 30 calendar days.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

1. Should any detail be omitted from the specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permit (if applicable) to undertake work have been obtained by the County and accompany these specifications.

G. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions of any directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful

Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

H. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

I. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

J. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered continuous and shall be completed within sixty (60) calendar days from the Notice to Proceed.
2. The Successful Vendor will be allowed to work during daylight hours only, Monday through Saturday, except for holidays, 52 weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Washington County or the State of Texas or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Sundays or holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bona fide, permission may be granted to the Successful Vendor to work such hours as may be necessary. Also, if in the opinion of the County a bona fide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, Sundays, or outside of regular daylight hours.

K. RETAINAGE

1. The County will withhold from each progress payment, as retainage, 5 percent of the total earned amount, or the amount authorized by law. Retainage is managed in conformance with Tex. Gov't Code, Chapter 2252, Government Code, subchapter B.

L. PENALTY

1. If the Successful Vendor shall fail to complete the project within the time frame stated above, the County may assess a penalty of \$200.00 per calendar day for each and every day the Successful Vendor fails to complete the contract.

2. The County Engineer reserves the option to extend the scheduled completion date or waive this penalty clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub- contract entered into pursuant to this contract, that the Successful Vendor and any sub- contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Washington County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds 100,000, payable to the County for five (5%) percent of the total amount of the bid. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bond will be returned. A certified check may be used in lieu of a Bid Bond.
2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if their total Bid amount exceeds \$ 100,000, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within ten (10) calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate

bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Texas OR IS REMOVED FROM THE LIST OF SURETY COMPANIES ACCEPTED ON FEDERAL BONDS, Successful Vendor will within ten (10) calendar days after notice from the County TO DO SO, SUBSTITUTE AN ACCEPTABLE Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

Q. GUARANTEE

1. The Successful Vendor shall furnish the County with a one- year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one- year period are specified by the manufacturer, these guarantees shall take precedence over the one- year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SUMMARY OF WORK

1. The Contractor shall furnish all labor, materials, equipment, and supervision necessary to complete a roof overlay system at the Washington County Jail, 1206 Old Independence Road, Brenham, Texas. Work includes, but is not limited to:
 - Roof surface preparation and cleaning
 - Installation of new insulation and overlay materials
 - Flashing and metal edge improvements
 - Reinstallation and reconnection of the existing lightning protection system
 - Proper sealing, testing, and cleanup of the work area

B. GENERAL REQUIREMENTS

1. Contractor must be licensed and insured to perform roofing work in the State of Texas.
2. Contractor shall comply with all applicable codes, OSHA regulations, and manufacturer guidelines.
3. Work shall be completed within sixty (60) calendar days from Notice to Proceed.
4. All materials shall be new, of current manufacture, and installed per the manufacturer's published specifications.

C. SCOPE OF WORK

1. Preparation and Inspection
 - Remove all loose debris and inspect the existing roof surface for moisture intrusion, blisters, and loose fasteners.
 - Replace any wet or damaged insulation with new material of equal thickness.
 - Mechanically secure substrate as needed to meet current wind uplift requirements per International Building Code (IBC) and Texas Department of Insurance (TDI) standards.
2. Insulation / Recover Board
 - Install a mechanically attached insulation or cover board system as required by manufacturer for warranty compliance.
 - Acceptable materials include polyisocyanurate insulation, high-density recovery board, or composite roof board (minimum ½" thick).
 - All joints shall be staggered and tightly butted.
3. Roof Membrane Overlay
 - Install a single-ply thermoplastic (TPO or PVC) roof membrane system with a minimum thickness of 60 mils (fully adhered or mechanically fastened).
 - All seams shall be heat-welded per manufacturer's specifications.
 - Membrane color shall be white reflective or comparable energy-efficient finish meeting current Energy Star or Cool Roof Rating Council (CRRC) standards.
 - Roof edges and penetrations shall be properly flashed with manufacturer-approved components.
4. Flashing and Edge Metal
 - Install new prefinished metal edge flashing and coping where required to meet warranty and wind-uplift standards.
 - Tie into existing roof curbs, parapets, and penetrations with compatible materials.
 - Termination bars and sealant shall be applied at all vertical transitions.
5. Lightning Protection
 - Remove and reinstall existing lightning protection system in accordance with NFPA 780 standards.
 - System shall be reattached and tested by a UL-listed lightning protection contractor.

- Submit written certification of reinstallation prior to final payment.
6. Drainage
 - Inspect all roof drains, scuppers, and downspouts for functionality.
 - Ensure positive drainage with no standing water exceeding ½” after rainfall.
 - Rework or adjust crickets, saddles, or drains as necessary to achieve proper slope.
 7. Warranty
 - Provide a minimum 20-year manufacturer’s system warranty covering both labor and materials.
 - Contractor shall also provide a two-year workmanship warranty from the date of County acceptance.
 8. Cleanup
 - Contractor shall maintain a clean worksite and remove all debris daily.
 - Upon completion, all work areas shall be restored to their original condition.
- D. MATERIALS**
1. All materials must meet or exceed the minimum requirements of the Texas Department of Insurance (TDI) Product Evaluation Program for windstorm-rated roofing systems
- E. CONTACT FOR SITE ACCESS**
1. No pre-bid conference will be held. For site access or to schedule a site visit, contact Bobby Branham, Maintenance Supervisor, at bbranham@washingtoncountytexas.gov or 979-203-9733.
- F. PAYMENT**
1. The County will make monthly progress payments within 30 calendar days following receipt of an approved invoice and inspection of completed work.
- G. QUESTIONS**
1. The last day for questions is November 19, 2025.
- H. AWARD**
1. The County intends to award to the lowest and best Vendor meeting the specifications.

END OF SECTION

**THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT
NEED TO BE RETURNED WITH SUBMITTAL**

BID FORM

To whom it may concern:

We hereby submit our Bid Documents for " WASHINGTON COUNTY JAIL ROOF OVERLAY PROJECT" as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials, and equipment for the construction and installation of the roof overlay and lightning protection system at the Washington County Jail, as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within 60 calendar days.

(Yes) _____ (No) _____ CHECK ONE

Is your company currently involved in any active litigation?

(Yes) _____ (No) _____ CHECK ONE

Is your company currently involved in any mergers or acquisitions?

(Yes) _____ (No) _____ CHECK ONE

The Vendor agrees that their bid will be good for at least sixty (60) calendar days unless otherwise indicated in the bid specifications.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE COUNTY.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three (3) references for which the Vendor has provided Goods/ Services similar to those requested in the Bid Document within the last 12- 36 months. Include contact name, address, telephone number, email address and services provided.

Company Name: _____

Type of Project: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Date of Services: _____

Company Name: _____

Type of Project: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Date of Services: _____

Company Name: _____

Type of Project: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Date of Services: _____

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below or on separate sheets attached hereto, the enclosed bid covers all items as specified.

Exceptions (If none, write NONE): _____

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA

Number	Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Vendor Name: _____ Signature: _____

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____

City, State, ZIP: _____

Phone No.: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____

City, State, Zip _____ Phone No.: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____

City, State, Zip _____ Phone No.: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ (Printed Name) am the _____ (Title)
and the duly authorized representative of the Vendor of _____
whose address is _____
and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for
which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo- contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

State" none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to Washington County, Texas. I affirm that all information provided herein is true and correct and that neither I nor the company I represent have been debarred, suspended, or otherwise excluded from participation in public contracts by any federal, state, or local agency.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn, deposes and says that:

1. He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____
Signature Printed Name Title

State of Texas

County of _____

Signed and sworn to (or affirmed) before me on this ____ day of _____, 2025 by

_____, who is personally known to me or has produced _____

as identification.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A – TERMS AND CONDITIONS

WASHINGTON COUNTY TEXAS TERMS AND CONDITIONS

The provisions below are applicable to all Washington County ("County") contracts. These provisions are not a complete agreement. The provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions.

This document and the Contract are intended to be complementary. If the terms and conditions and the Contract conflict, then the Contract will prevail.

The term "Contract" includes a document entitled "agreement" or other title denoting a contract. The Washington County Executive is the person authorized to enter contracts for Washington County.

Amendment: This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

Bankruptcy: Upon the filing of a bankruptcy proceeding by or against the Contractor or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors:

- A. The Contractor must notify the County immediately; and
- B. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

Compliance with Law: The Contractor warrants that:

- A. The executed Contract will be a valid obligation enforceable in accordance with its terms;
- B. Contractor will perform in a workmanlike manner and in accordance with applicable professional standards;
- C. Contractor is qualified to do business in the State of Texas and that it will remain qualified;
- D. Contractor is not behind in the payment of any obligations due to the County and that it will not become behind during the term of this Contract;
- E. Contractor will comply with all applicable federal, State, local laws, regulations, and ordinances; and
- F. Contractor will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

Contingent Fee Prohibition: The Contractor warrants that it has not directed anyone, other than its employee or agent, to solicit this Contract and that it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of this Contract.

Counterparts and Signature: This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. Unless otherwise specified by the County, this Contract may be signed in writing or by electronic signature,

including by email. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

Force Majeure: The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.

Governing Law: This Contract is governed by the laws of the State of Texas and Washington County.

Indemnification: The Contractor will indemnify the County, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney' s fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Contractor' s agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of Washington County, its officers, agents, or employees.

Independent Contractor:

- A. Contractor is an " Independent Contractor." Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor' s performance. The Contractor will comply promptly with County requests relating to the emphasis to be placed on aspects of the work. But Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, and is not an officer, employee, or agent of the County.
- C. Contractor is responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation paid to Contractor.
- D. Contractor agrees to immediately provide the County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the County' s written consent, any obligation of the County to indemnify Contractor for any actions under this Contract.

Insurance Requirements:

- A. Contractor must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as " ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence,

\$2,000,000 general aggregate, and \$500,000 for property damage. Coverage must be written on an occurrence form.

- B. Contractor must obtain and keep in effect, automobile insurance on all vehicles used in this Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Texas law in effect for each year of this Contract.
- D. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination:

Contractor may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor agrees that this provision will be incorporated in all subcontracts related to this Contract.

Ownership of Documents and Materials; Intellectual Property:

- A. The Contractor agrees that all documents, including reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, or computations prepared for this Contract will be available to the County upon request and become the exclusive property of the County upon termination or completion of the services. The County has the right to use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- B. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the intellectual property.
- C. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by this Contract.

Payments: Payments to the Contractor pursuant to this Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor.

Records: Contractor must maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. Contractor must maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor agrees that the County and its agents can have all records of the Contractor that are relevant to this Contract. All relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of this Contract, or until the conclusion of any audit, controversy, or litigation related to this Contract, whichever is later. All subcontracts must comply with these provisions.

Remedies:

- A. Corrections of errors, defects and omissions - Contractor agrees to perform work necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the County. The County's acceptance of the work will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- B. Set Off - The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- C. Cumulative - These rights and remedies of County and Contractor are cumulative and without waiver of any other rights or remedies.

Responsibility of Contractor:

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services in conformance with the standard set forth in subparagraph A above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

Severability/Waiver: If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

Subcontracting or Assignment: The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County has the right to withhold consent for any reason the County deems appropriate.

Substance Abuse and Drug Testing: Contractors and its employees are subject to the County's policy on substance abuse and drug testing for the use, possession, or sale of drugs or alcohol while performing County business or while in a County facility. Violation or refusal to cooperate may result in a ban from County facilities or from participating in County operations.

Survival: The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

Termination: If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The notice will specify the cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

Termination of Contract for Convenience: Upon written notice, the County may terminate the Contract, in whole or in part, when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-year Contract: If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be cancelled automatically as of the beginning of unfunded fiscal period. The effect of termination of the Contract will be to discharge both the Contractor and the County from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County will notify the Contractor if it has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

Third Party Beneficiaries: The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence: Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Use of County Facilities: Contractor and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract. County has no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Contractor or its employees, subcontractors, or agents which may be stored on County premises.

Whole Contract: This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

BIDDER'S CHECKLIST

(To be completed and returned with Bid Documents)

The following items must be included in your bid packet. Failure to submit any required document may result in the bid being deemed non-responsive.

Item	Included
1. Completed Bid Form , signed and dated by an authorized representative	<input type="checkbox"/>
2. Affidavit of Qualification to Bid (executed and attached)	<input type="checkbox"/>
3. Non-Collusion Affidavit (signed and notarized)	<input type="checkbox"/>
4. Exceptions Page (indicate "NONE" if no exceptions)	<input type="checkbox"/>
5. Addenda Acknowledgment (if any addenda were issued)	<input type="checkbox"/>
6. Certificate of Insurance (or statement of insurability meeting County requirements)	<input type="checkbox"/>
7. References Page (listing at least three recent projects of similar scope)	<input type="checkbox"/>
8. Conflict of Interest Questionnaire	<input type="checkbox"/>
9. Vendor Certification Form	<input type="checkbox"/>
10. Copy of Texas Contractor License or documentation of qualification to perform roofing work	<input type="checkbox"/>
11. Bid Bond or Certified/Cashier's Check equal to five percent (5%) of total bid (if bid over \$100,000)	<input type="checkbox"/>

VENDOR CERTIFICATION FORM

1. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment or an offer of employment in connection with or arising from this ITB or subsequent contract.
2. Persons submitting a response to this ITB must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas "Local Government Code Chapter 176. As applicable, the person submitting a response to this ITB must complete and submit a Conflict-of-Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. A copy of the form can be found below or at the Texas Ethics Commission web site <http://www.ethics.state.tx.us/forms/CIQ.pdf>
3. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:
Address _____

Or Number of Employees that reside in Texas: _____

4. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:

____ No, Vendor is not currently debarred, suspended or otherwise ineligible.
____ Yes, Vendor is currently debarred, suspended or otherwise ineligible.
5. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.
6. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

VENDOR CERTIFICATION. The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project, and is in all respects fair and without collusion, fraud or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the Company in whose name the proposal is entered.

Submitted this _____ day of _____, _____ by and for the Company identified as follows:

Signature: _____

Printed Name: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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.

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.

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

7 _____
Name of signatory Signature Date

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(b) the vendor:

- (2) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (A) a contract between the local governmental entity and vendor has been executed; or
 - (B) the local governmental entity is considering entering into a contract with the vendor;
- (3) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (A) a contract between the local governmental entity and vendor has been executed; or
 - (B) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.