

**Award Documentation for
BID 2020-09
HVAC Maintenance and Services for
Gregg County, Texas**

**GREGG COUNTY
COMMISSIONERS COURT AGENDA
SPECIAL MEETING**

Monday, August 24, 2020 @ 9:00 a.m.
Commissioners Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas

1. Approve payroll and transfer of payroll funds.
2. Approve bills payable, budget amendments, and budget transfer requests.
3. Approve health plan claims payments
4. AUDITOR
 - a. Request approval of Cash Receipts Report for July 2020 term.
5. COMMISSIONERS
 - a. Precinct 4 – Request approval to purchase evaporative cooler in the amount of \$2,550.00 with funds transferred from Account 731700, Conferences and Workshop, to Account 754000 Non Capital-Furnishings & Equipment.
 - b. Precinct 3 – Discuss and consider for approval transfer in Fund 420 the \$4,298 remaining in the Sheppard Road Capital Project for additional work in the Mt. Pisgah Capital Project.
6. ELECTIONS
 - a. Request approval of the Central Counting Station Personnel for the November 3, 2020 General Election.
 - b. Request approval of four as the maximum number of clerks for Election Day polling places for the November 3, 2020 General Election. There will also be two judges making a total of six workers at each polling place.
 - c. Request approval of a Joint Resolution between the City of White Oak and Gregg County for the November 3, 2020 General Election.
7. MAINTENANCE
 - a. Discuss and consider for approval a plat of approximately 4.6945 acres to be divided into eight lots to be known as Liberty Pines Addition. Property is located at corner of West Goforth Road and Farm-to-Market Road 3053 within Precinct 3. Streets within subdivision will remain private and are not, nor will be, subject to road repair or maintenance by Gregg County.
8. PURCHASING DEPARTMENT
 - a. Consider approval of contract with Storer Inc. for HVAC Services for Gregg County, RFP 2020-09.

- b. Consider approval of copy machine lease for the tax office, Texas DIR Contract #CPO-4437.
- c. Consider approval to renew or re-bid contract(s) for Asphalt for Gregg County, RFP 2019-920.
- d. Consider approval to renew or re-bid contract(s) for Fuel Services for Gregg County, RFP 2018-817.
- e. Pursuant to Texas Local Government Code 263.152 and 263.153, consider approval of disposition of miscellaneous Gregg County assets and authorize the Purchasing Agent to advertise a County Auction beginning September 7, 2020 and ending on September 22, 2020.
- f. Consider approval of Contract for Professional Engineer Services for 2020 County Transportation Infrastructure Fund Project Delivery Services, RFQ2020-10.
- g. Discuss and consider approval of the Resolution to adopt design standards, specifications, and quality assurance requirements for projects under the County Transportation Infrastructure Fund (CTIF) 2020 program.
- h. Discuss and consider approval of the 2020 County Transportation Infrastructure Fund Grant Program County Certification Forms.

9. ADJOURN



**CONTRACT BETWEEN
STORER SERVICES AND GREGG COUNTY, TEXAS**

This Contract is executed by and between Storer Services and Gregg County, Texas, hereinafter called CONTRACTOR AND COUNTY, respectively.

It is AGREED and UNDERSTOOD that this Contract is for the purchase of an HVAC Comprehensive Maintenance Program for Gregg County, 101 East Methvin, Suite 205 Longview, TX 75601.

The CONTRACTOR shall provide all services included in the purchase of an HVAC Comprehensive Maintenance Program for Gregg County, per Exhibit A: RFP response from Storer Services and the Gregg County original RFP document.

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

The CONTRACTOR responsibilities shall include the following:

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

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 upon request and/or upon any change in coverage.

Termination Provisions

This contract is a two year contract beginning **September 1, 2020** and expiring on **August 31, 2022** 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 ten (10) days written notice to the CONTRACTOR. This contract may be renewed after the initial two year term; any renewals must be agreed to and in writing by COUNTY AND CONTRACTOR. The COUNTY agrees to give the CONTRACTOR written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the CONTRACTOR of its intention to cancel the contract. In the event of cancellation or termination then COUNTY shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract.

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 representative.

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 date or otherwise pursuant to Texas law for the making of payments by local government entities.

Gregg County Courthouse: \$21,780.00 annually
Invoice separately to: Harry McMahan, Maintenance
Gregg County Courthouse 101 E. Methvin, St. 110
Longview, Texas 75601

Gregg County Jail: \$7,470.00 annually
Invoice separately to: Sheriff Maxey Cerliano
Gregg County Courthouse 101 E. Methvin, St. 559
Longview, Texas 75601

East Texas Regional Airport: \$12,468.00 annually
Invoice separately to: Roy Miller, Airport Director
269 Terminal Circle
Longview, Texas 75603

Business Hours service call: \$95.00 / hourly rate
After Hours service call: \$142.50 / hourly rate
Any other applicable fees: \$25.00 Truck charge / per call

Warranty

There is a 90 day labor and 1 year parts warranty on all parts.

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 HVAC 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 CONTRACTOR in writing that any worker is, in COUNTY'S opinion, incompetent, unfaithful or disorderly, such worker 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 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 watchpersons, 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 watchpersons 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, or 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 workers 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

Date

P-24-2020



Storer Services authorized representative
2020-2020

Date

8/13/20



**The County of Gregg
State of Texas**

HVAC Maintenance and Services for Gregg County, Texas
Proposal Date: Wednesday, July 1, 2020 by 2:00PM

ORIGINAL

Storer Equipment Company Ltd. Dba Storer Services
Keenan Jennings
Keenan.Jennings@StorerServices.com
(318) 415-9282
504 West 67th Street
Shreveport, La 71106



Date: July 1, 2020

To: Kelli Davis - HVAC Maintenance and Services for Gregg County

Transmittal Letter and Executive Summary

Storer Services appreciates the opportunity to submit our planned maintenance and service proposal for Gregg County. Our commitment to Gregg County has exceeded more than 40 years of HVAC service work. From the early 1970's to 2015 Storer was the primary service provider for the Gregg County courthouse and is the current provider at both the North Jail and East Texas Regional Airport. Our previous work history with the Gregg County provides us with a full understanding of the scope of work being requested.

Storer Services provides a comprehensive maintenance program designed to ensure that the covered equipment is maintained at optimal operating conditions which will provide reduced energy usage and extend the equipment's life. We are offering a quarterly preventative maintenance agreement that includes 3 operating inspection and 1 stop inspections. Plus, our highly skilled technicians have access to our 24-hour parts department and rental equipment.

This program is designed to ensure your equipment will be maintained on a scheduled basis and is supported by our 24-hour emergency call service and a Storer Technician can respond to emergencies in 2 hours or less. Our strong focus on asset management and communication will ensure your equipment is being managed, maintained, and serviced adequately.

Thanks,

Scott Fleming –Vice President of Sales
Keenan Jennings – Account Manger

A handwritten signature in black ink, appearing to read 'Scott Fleming', is written over the typed name.

How We Work

Thank you for choosing Storer Services as your building mechanical systems service provider. At Storer, we are dedicated to working with you to ensure your building continues to serve the purpose of your organization. Our mission is to add value to your organization by performing our job well. Our program is based on three core concepts:

- We take a **systems approach**: Your building is a system made of various pieces of equipment. Traditional maintenance focuses on the equipment, largely ignoring how it operates as a part of the system.
- **Focusing on operations and maintenance (O&M)** –vs- the traditional approach of only focusing on the repair
- Deploying **preventive, predictive, and proactive maintenance strategies** in an integrated fashion –vs- the traditional method of focusing only on preventative maintenance.



Systems Approach

Shifting our thinking to an overall system approach to maintenance allows us to not only service your equipment more effectively, but ensures the system is operating as designed. Benefits of this approach include:

- Increasing equipment uptime
- Increasing reliability
- Creating a better working environment for your employees
- Extending equipment life
- Providing resources for capital needs
- Increasing asset value and maximizing return on assets
- Significantly reducing a building's energy, carbon footprint, and operating costs



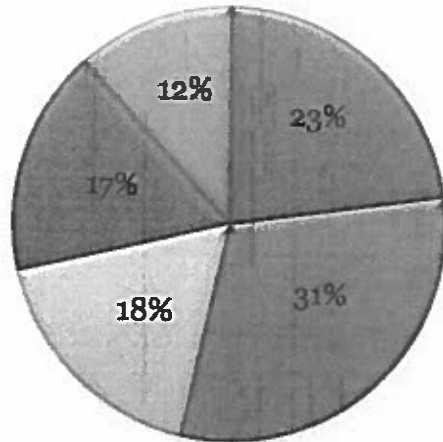
Focusing on Maintenance and Operations

Traditional service providers focus on repairs, which affect less than one quarter of all operating expenses for a typical building. By including maintenance and utility costs in a multi-dimensional maintenance approach, we have the ability to affect 54% of the total operating costs of a building. According to Energy Star estimates, O&M programs targeting energy efficiency can save 5 to 20 percent on energy bills with little to no capital investment.

In their 2010 Federal Energy Management Program, the US Department of Energy found that “effective O&M is one of the most cost effective methods for ensuring reliability, safety and energy efficiency,” and that “inadequate maintenance of energy-using systems is a major cause of energy waste in the private sector.”

Typical Operating Expense Allocation

Typical 100,000 square foot building



- Repairs and Maintenance
- Utilities
- Cleaning
- Administrative
- Roads, Grounds, Security

Data based on 2018 BOMA Expense Exchange Report



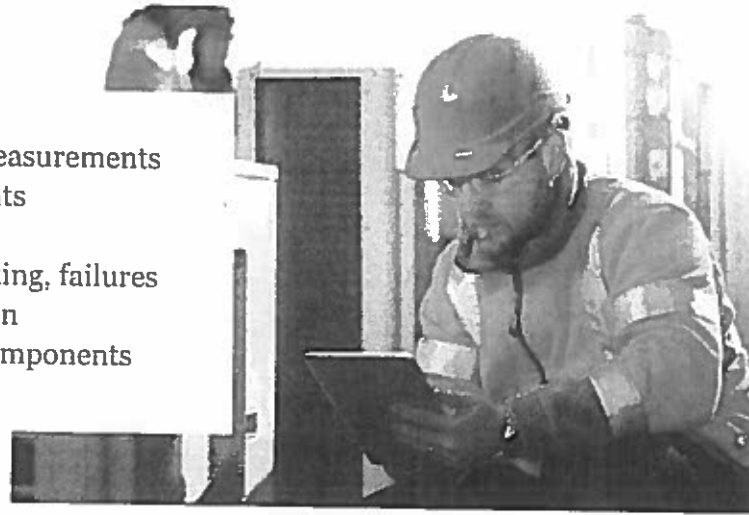
Combining Preventive, Predictive, and Proactive Strategies

By deploying preventive, predictive, and proactive strategies to the building operations, property owners and facility managers now have a solution for extending the life of building systems while managing operational and capital costs, and improving reliability in a more rational manner. Here's how it works:

Preventive Maintenance

This element is time based and assumes regular testing and inspection using a predetermined schedule. It is intended to ensure the life of the existing equipment and improve the comfort and working conditions.

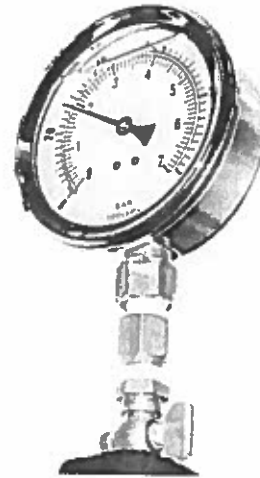
- Testing and inspections
- Equipment operating measurements
- Consumable replacements
- Cleaning
- Record keeping for tracking, failures and equipment utilization
- Minor adjustments to components
- Log reports



Predictive Maintenance

This element is condition based and is used to detect early warning signs of equipment or component failure before they occur. It includes among other services:

- Bearing condition analysis
- Laser alignment
- Infrared thermography (heat)
- Ultrasonic detection (sound)
- Tribology (oil analysis)
- Air quality testing
- Dynamic and static motor circuit analysis
- Vibration analysis
- Combustion analysis

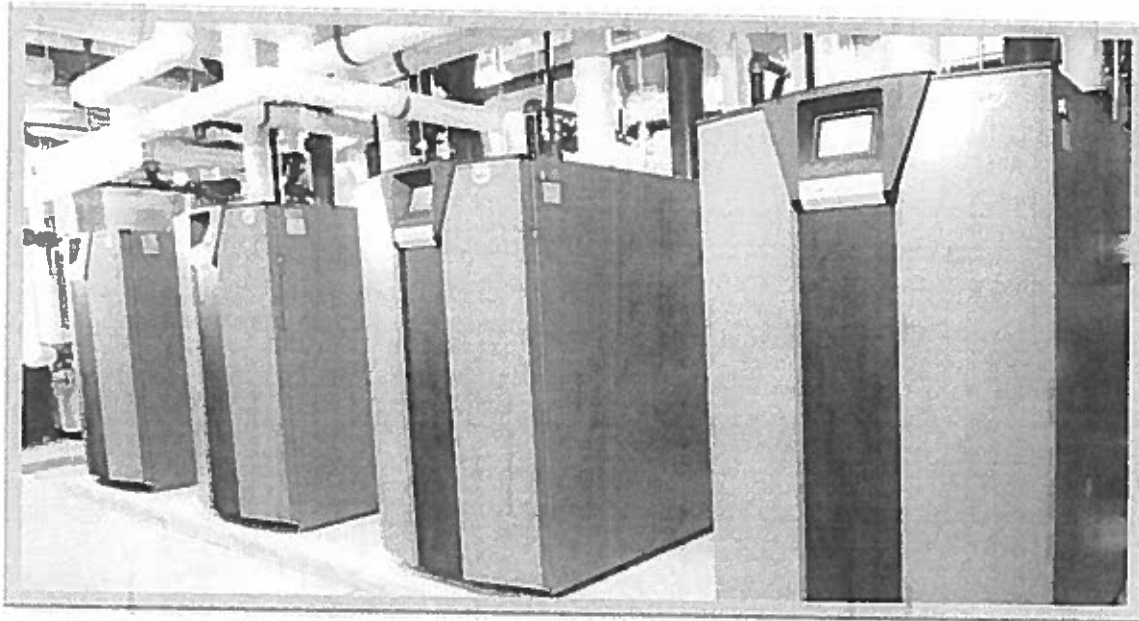


Proactive Maintenance

This element goes beyond standard preventive and predictive maintenance. It not only assures that facilities will be more comfortable and reliable, but most importantly, it assures that the building will be less costly to operate. A proactive strategy focuses on systems instead of the typical equipment-based approach to both operating and maintaining a building. Its services include, but are not limited to:

- Benchmarking facilities against similar types of buildings across the country
- Analyzing each piece of equipment; logging and tracking those assets
- Performing an operational assessment of the building's systems. Monitoring energy, water and gas usage, occupant patterns, air quality, and building pressure relationships to develop and overall building optimization plan.
- Working with the owner to create a capitalization plan to control future requirements. Money realized as savings can be reinvested for future capital requirements.

In summary, our approach to maintenance is proven to be effective at saving you money.
Please ask your account manager for additional details and references.





What You Can Expect When You Choose Storer Services

First 30 days

- You will be contacted by our service management team for a meeting at your location. The purpose of this meeting is to:
 - Allow you to meet service management
 - Allow the management team to familiarize themselves with your facility, the scope of work and any special considerations regarding your contract that may not have been communicated in the written scope of work
 - Review tasking schedule and timelines
 - Storer will inventory and physically tag all equipment under contract to more effectively track and manage those assets.
- You will be assigned a dedicated project manager, service coordinator, primary technician, and secondary technicians.

Entire contract term

- Priority Response- downtime is not an option. As a contract customer, you will receive first priority if your system goes down; 24 hours a day, 7 days a week.
- Quality Assurance- Storer employs a dedicated quality assurance professional with over 35 years of experience in the HVAC industry. His role is to periodically audit our work performance to ensure you are always receiving the highest quality service.
- Resolution Notes- Storer utilizes MoblieTech® software to dispatch and manage our work in the field. Every technician submits resolution notes at the completion of every service call that describe the work performed at your facility. These resolution notes will be emailed to your designated representative at the completion of every service call.
- Safety- Storer employs a full time Health, Safety, and Environmental Compliance Manager (HSE) and two safety supervisors. Our safety program is ISO 9000-2015 compliant, and meets or exceeds all OSHA standards. We provide regular recurrent training for all of our associates, and we maintain safety compliance in Browz, ISNet World, Ariba, Avetta, and CBRE's Browz.
- Environmental Conscientiousness- Storer's hazardous materials handling policy complies with all State and Federal Laws. All of our technicians are Universal-Certified for refrigerant handling, and we only utilize certified recovery equipment. We comply with all EPA standards and regulations.
- Training- Storer is dedicated to continuously educating our associates and clients. We regularly provide technical training for our associates. As a contract customer, you automatically receive one free "seat" to our technical training seminar "Storer AC Clinics" with other seats available upon request. Additionally, we can offer site-

specific or topic-specific seminars based on your individual needs. Contact your account manager for details.

- **Support-** In addition to your primary service team, you have access to all of Storer's industry professionals. We employ two Professional Mechanical Engineers (P.E.), seven degreed engineers in various disciplines, one Certified Energy Manager (CEM), Field Technical Supervisors, professional Project Managers, Certified Public Accountants (CPA), Cisco Certified Network Engineers, Building Automation Programmers, Licensed Mechanical Contractors, Human Resource Professionals, and a Master Degree Level Professional Educator.

Scope of Services

Gregg County Courthouse – 3 operating inspections and 1 stop inspection without filter changes

<u>Id</u>	<u>Description</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Model Number</u>
2509	CT -3	COOLING TOWER 499 TONS	DELTA	TM205312
2510	CT -2	COOLING TOWER 499 TONS	DELTA	TM205312
2511	CT-1	COOLING TOWER 299 TONS	DELTA	T-250i
2512	CH-1	CENT CHILLER 300 TONS	TRANE	CVHA025FHF
2513	CH-2	CENT CHILLER 500 TONS	TRANE	CVHE040FE5
2514	CH-3	CENT CHILLER 500 TONS	TRANE	CVHE040FE5
2515	AHU-1	AHU ADVANCED	TRANE	CCBA63SHEA0
2516	AHU-2	AHU ADVANCED	TRANE	CCBA63SHEA0
2517	AHU-3	AHU ADVANCED	TRANE	CCBA63SHEA0
2518	AHU-4	AHU ADVANCED	TRANE	CCBA63SHEA0
2519	AHU-5	AHU ADVANCED	TRANE	CCBA63SHEA0
2520	AHU-6	AHU ADVANCED	TRANE	TCPA0D036V2M
2521	AHU-7	AHU ADVANCED	TRANE	TCPA0D036V2M
2522	BLR-1	BOILER FT WATER 90 HP	KEWANEE	L3W150KG
2523	BLR-2	BOILER PKG COND 100 HP	LOCHINVAR	FBN2500
2524	BLR-3	BOILER PKG COND 100 HP	LOCHINVAR	FBN2500

Type

AHU ADVANCED

<u>Task Code</u>	<u>Description</u>
<u>ConPan-001</u>	<u>Control panel inspection.</u>
<u>Bearing-01</u>	<u>Grease blower/motor bearings</u>
<u>DampOp-01</u>	<u>Check damper operations.</u>
<u>EvapChk-02</u>	<u>Evaporator coil inspection</u>
<u>HwChk-01</u>	<u>Heating water coil inspection</u>
<u>EleIDBM-02</u>	<u>Check indoor blower motor electrical for proper operations.</u>
<u>IDBM-001</u>	<u>Check IDBM assembly for proper operations.</u>
<u>ChwDP-1</u>	<u>Check air differential pressure across CHW coil</u>
<u>BeltStp-03</u>	<u>Belt service annual maintenance</u>
<u>BeltVer-02</u>	<u>Check belt operation</u>
<u>EquipCo-03</u>	<u>General condition of the equipment.</u>
<u>Follup-003</u>	<u>Is there any follow-up needed?</u>

Type

BOILER PKG COND 20-100 HP

<u>Task Code</u>	<u>Description</u>
<u>ConPan-001</u>	<u>Control panel inspection.</u>
<u>EleChk-001</u>	<u>Verify proper voltage to machine.</u>
<u>LeakGas-01</u>	<u>Check all gas piping connections and valves for gas leak.</u>
<u>Fans-001</u>	<u>Check fans for proper operations.</u>
<u>GasPsi-001</u>	<u>Check gas pressures.</u>
<u>CleBurn-01</u>	<u>Pull burner assembly and clean</u>
<u>BlrOp 03</u>	<u>Check pressure relief valve and feed water controls</u>
<u>BlrOp 04</u>	<u>Check limit controls</u>
<u>BlrOp 07</u>	<u>Low water cutoff sensor check</u>
<u>BlrOp-08</u>	<u>Condensate Checks</u>
<u>BlrOp-09</u>	<u>Igniter Check</u>
<u>ComAir-001</u>	<u>Check combustion air opening.</u>
<u>Combust-01</u>	<u>Check combustion on boiler Valve #1 Low and High Fire</u>
<u>Combust-02</u>	<u>Check combustion on boiler Valve #2 Low and High Fire</u>
<u>LAPSchk-00</u>	<u>Check low air pressure switch for proper operation.</u>
<u>TempChk-03</u>	<u>Check water Delta T across the heat exchanger (Boiler)</u>
<u>BlrOp 01</u>	<u>Boiler general condition</u>
<u>Follup-003</u>	<u>Is there any follow-up needed?</u>

Type

COOLING TOWER D 300-499 TONS

<u>Task Code</u>	<u>Description</u>
<u>ConPan-001</u>	<u>Control panel inspection.</u>
<u>ClnCT-01E</u>	<u>Cooling tower cleaning 300-499 tons</u>
<u>Bearing-02</u>	<u>Grease cooling tower bearings.</u>
<u>EleMeg-001</u>	<u>Meg Compressor/ Motor</u>
<u>EleMot-001</u>	<u>Check motor electrical for proper operation</u>
<u>EleHtr-001</u>	<u>Cooling Tower Basin Heater Electrical Checks</u>
<u>ClgTwr-Op1</u>	<u>Cooling tower operating inspection</u>
<u>ClgTwr-Op2</u>	<u>Cooling tower operating inspection</u>
<u>TmpChk-001</u>	<u>Cooling tower control setpoint</u>
<u>EquipCo-03</u>	<u>General condition of the equipment.</u>
<u>Follup-003</u>	<u>Is there any follow-up needed?</u>

Type

WC CENT CHILLER 260-700 TONS

<u>Task Code</u>	<u>Description</u>
<u>BruTub-240</u>	<u>Brush condenser tubes on WC Chiller</u>
<u>ConPan-003</u>	<u>Control panel inspection (chiller)</u>
<u>CenCon-01</u>	<u>Centrifugal Chiller Controls</u>
<u>EleMeg-001</u>	<u>Meg Compressor/ Motor</u>
<u>OilFil-001</u>	<u>Oil Filter Replacement On Chiller</u>
<u>OilSys-001</u>	<u>Oil Checks & Sample</u>
<u>-CenPu-01</u>	<u>Centrifugal Chiller Purge Stop Inspection</u>
<u>RefDri-001</u>	<u>Centrifugal Chiller Purge Refrigerant Drier Replacement.</u>
<u>-ChilLog01</u>	<u>Centrifugal Chiller Stop/Operating log 1 of 3</u>
<u>-ChilLog02</u>	<u>Centrifugal Chiller Stop/Operating log 2 of 3</u>
<u>-ChilLog03</u>	<u>Centrifugal Chiller Stop/Operating Log 3 of 3</u>
<u>EquipCo-02</u>	<u>General Condition of Chiller.</u>
<u>Follup-003</u>	<u>Is there any follow-up needed?</u>

Scope of Services

Gregg County Jail – 3 operating inspections and 1 stop inspection with filter changes

<u>Id</u>	<u>Description</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Model Number</u>
1150	FCU-1	BLOWER COIL UNIT	TRANE	BCH036
1151	FCU-2	BLOWER COIL UNIT	TRANE	BCH054
1152	FCU-3	BLOWER COIL UNIT	TRANE	BCH072
1153	FCU-4	BLOWER COIL UNIT	TRANE	BCH090
1154	FCU-5	BLOWER COIL UNIT	TRANE	BCH090
1155	FCU-6	BLOWER COIL UNIT	TRANE	BCH054
1156	FCU-7	BLOWER COIL UNIT	TRANE	BCH054
1157	FCU-8	BLOWER COIL UNIT	TRANE	120BHW6A
1158	FCU-9	BLOWER COIL UNIT	TRANE	1808HW6
1159	AHU-1	AHU BASIC	TRANE	MCCA012
1160	AHU-2	AHU BASIC	TRANE	MCCA012
1161	AHU-3	AHU BASIC	TRANE	MCCA012
1162	AHU-4	AHU BASIC	TRANE	MCCA012
1163	CH-1	AC SCREW CHILLER	TRANE	RTAA1404XG

Type**AC SCREW CHILLER 140-170 TON**

Task Code	Description
ConPan-001	Control panel inspection.
CleCon-180	Condenser coil cleaning
EleCFM-001	Check condenser fan motors 1-2 for proper operations.
EleCFM-002	Check condenser fan motors 3-4 for proper operations.
EleCFM-003	Check condenser fan motors 5-6 for proper operations.
EleCFM-004	Check condenser fan motors 7-8 for proper operations.
EleCFM-005	Check condenser fan motors 9-10 for proper operations.
EleCir-001	Check compressor 1 circuit 1 electrical for proper operation
EleCir-003	Check compressor 1 circuit 2 electrical for proper operation
RefCir-001	Log refrig. circuit #1 & 2 refrigerant pressures and temps.
RefOil-001	Log net oil pressure on compressor #1 & 2
TempChk-01	Check condenser split across condenser coil
TempChk-02	Check Evaporator Approach.
RefLeak-01	Visually check equipment for refrigerant leaks.
OilChk-001	Check compressors oil level in sight glass
OilChk-002	Take oil sample refrigeration ckt # 1 and #2
EquipCo-02	General Condition of Chiller.
Follup-003	Is there any follow-up needed?

Type**AHU BASIC**

Task Code	Description
ConPan-001	Control panel inspection.
EleIDBM-02	Check indoor blower motor electrical for proper operations.
DampOp-01	Check damper operations.
Bearing-01	Grease blower/motor bearings
IDBM-001	Check IDBM assembly for proper operations.
ChwDP-1	Check air differential pressure across CHW coil
FiltSvc-01	Filter Service
BeltStp-03	Belt Service Annual Maintenance
BeltVer-02	Check belt operation
EquipCo-03	General condition of the equipment.
Follup-003	Is there any follow-up needed?

Type**BLOWER COIL UNIT**

Task Code	Description
ConPan-001	Control panel inspection.
FiltSvc-01	Filter Service
BeltStp-03	Belt Service Annual Maintenance
DampOp-01	Check damper operations.
EleIDBM-02	Check indoor blower motor electrical for proper operations.
Bearing-01	Grease blower bearings
BeltVer-02	Check belt operation
EquipCo-03	General condition of the equipment.
Follup-003	Is there any follow-up needed?

Scope of Services

East Texas Regional Airport – 3 operating inspections and 1 stop inspection with filter changes

<u>Id</u>	<u>Description</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Model Number</u>
1164	SS-1	SPLIT SYSTEM GAS 6-10 TON	TRANE	TTA120
1165	SS-1	SPLIT SYSTEM GAS 6-10 TON	TRANE	TTA120
1166	CH-1	SCROLL CHILLER 100 TON	TRANE	CGAD204
1167	CH-2	SCREW CHILLER 100 TON	TRANE	RTAA100
1168	SS-2	SPLIT SYSTEM GAS 1-5 TON	TRANE	58PAV11-20
1169	SS-2	SPLIT SYSTEM GAS 1-5 TON	TRANE	FEM4P3600AL
1170	SS-2	SPLIT SYSTEM GAS 1-5 TON	TRANE	FB4ANF036
1171	SS-2	SPLIT SYSTEM GAS 1-5 TON	TRANE	FX4DNF061
1172	SS-2	SPLIT SYSTEM GAS 1-5 TON	TRANE	GSC130601DC
1173	AHU-1	AIR HANDLER ADVANCED	TRANE	CSAA05
1174	AHU-1	AIR HANDLER ADVANCED	TRANE	CSAA012
1175	AHU-1	AIR HANDLER ADVANCED	TRANE	CSAA010
1176	BLR-1	BOILER PKG N-COND 40 HP	RAYTHERM	H7-0850A
1177	BLR-1	BOILER PKG N-COND 40 HP	RAYTHERM	H7-0850A

Type**AC SCROLL/SCREW CHILLER 100 TON**

Task Code	Description
ConPan-001	Control panel inspection.
CleCon-180	Condenser coil cleaning
EleCFM-001	Check condenser fan motors 1-2 for proper operations.
EleCFM-002	Check condenser fan motors 3-4 for proper operations.
EleCFM-003	Check condenser fan motors 5-6 for proper operations.
EleCFM-004	Check condenser fan motors 7-8 for proper operations.
EleCir-001	Check compressor 1 circuit 1 electrical for proper operation
EleCir-002	Check compressor 2 circuit 1 electrical for proper operation
EleCir-003	Check compressor 1 circuit 2 electrical for proper operation
EleCir-004	Check compressor 2 circuit 2 electrical for proper operation
RefCir-001	Log refrig. circuit #1 refrigerant pressures and temps.
RefCir-002	Log refrig. circuit #2 refrigerant pressures and temps.
RefOil-001	Log net oil pressure on compressor #1.
RefOil-002	Log net oil pressure on compressor #2.
TempChk-01	Check condenser split across condenser coil
TempChk-02	Check Evaporator Approach.
RefLeak-01	Visually check equipment for refrigerant leaks.
OilChk-001	Check compressors oil level in sight glasses.
OilChk-002	Take oil sample refrigeration ckt # 1 if applicable
OilChk-003	Take oil sample refrigeration ckt # 2 if applicable
EquipCo-02	General Condition of Chiller.
Follup-003	Is there any follow-up needed?

Type**AIR HANDLER ADVANCED**

Task Code	Description
ConPan-001	Control panel inspection.
Bearing-01	Grease blower/motor bearings
DampOp-01	Check damper operations.
EvapChk-02	Evaporator coil inspection
HwChk-01	Heating water coil inspection
EleIDBM-02	Check indoor blower motor electrical for proper operations.
ChwDP-1	Check air differential pressure across CHW coil
BeltStp-03	Belt service annual maintenance
BeltVer-02	Check belt operation
FiltSvc-01	Filter Service
EquipCo-03	General condition of the equipment.

Type**BOILER PKG N-COND 40 HP**

Task Code	Description
ConPan-001	Control panel inspection.
LeakGas-01	Check all gas piping connections and valves for gas leak.
CleBurn-01	Pull burner assembly and clean(240 mins.)
Fans-001	Check fans for proper operations.
LAPSchk-00	Check low air pressure switch for proper operation.
GasPsi-001	Check gas pressures.
HSIChk-001	Check hot surface ignitor for proper operations.
BlrOp 03	Check pressure relief valve and feed water controls
BlrOp 04	Check limit controls
BlrOp 07	Low water cutoff sensor check
ComAir-001	Check combustion air opening.
HighLim-01	Check high limit for proper operation.
TempChk-03	Check water Delta T across the heat exchanger (Boiler)
BlrOp 01	Boiler general condition

Type**SPLIT SYSTEM GAS 1-5 TON**

Task Code	Description
ConPan-001	Control panel inspection.
CleCon-030	Condenser coil cleaning
EleIDBM-02	Check indoor blower motor electrical for proper operations.
HTG-110B	RTU - Gas Heating (Small Units)
EleCFM-001	Check condenser fan motors 1-2 for proper operations.
EleCir-001	Check compressor 1 circuit 1 electrical for proper operation
RefCir-001	Log refrig. circuit #1 refrigerant pressures and temps.
RefLeak-01	Visually check equipment for refrigerant leaks.
TempChk-01	Check condenser split across condenser coil
FiltSvc-01	Filter Service
EquipCo-01	General condition of split/package DX equipment.

Type**SPLIT SYSTEM GAS 6-10 TON**

Task Code	Description
ConPan-001	Control panel inspection.
CleCon-045	Condenser coil cleaning
EleIDBM-02	Check indoor blower motor electrical for proper operations.
HTG-110B	RTU - Gas Heating (Small Units)
EleCFM-001	Check condenser fan motors 1-2 for proper operations.
EleCir-001	Check compressor 1 circuit 1 & 2 electrical for proper operation
RefCir-001	Log refrig. circuit #1 & 2 refrigerant pressures and temps.
RefLeak-01	Visually check equipment for refrigerant leaks.
TempChk-01	Check condenser split across condenser coil
BeltVer-02	Check belt operation
BeltStp-03	Belt Service Annual Maintenance
FiltSvc-01	Filter Service
EquipCo-01	General condition of split/package DX equipment.

PROPOSAL FEE FORM

Courthouse Facility	(1) Annual	(3)Quarterly	Total
	\$ 13,068.00	\$ 8,712.00	\$ 21,780.00

Jail Facility	(1) Annual	(3)Quarterly	Total
	\$ 4,482.00	\$ 2,988.00	\$ 7,470.00

Airport Facility	(1) Annual	(3)Quarterly	Total
	\$ 7,481.00	\$ 4,987.00	\$ 12,468.00

Business hours service call hourly rate: \$ 95.00

After hours service call hourly rate: \$ 142.50

Any other applicable Fees: \$ 25.00 Truck Charge (Per Call)

Total HVAC yearly maintenance: \$ 41,718.00

Comments:

Proposed rate change of \$105.00 for chillers/boilers.

\$85.00 for all AHU, FCU, DX Splits & Cooling Towers.

We believe this will save the county money.

Project Warranty Information:

90 Day labor warranty and 1 year parts.

Warranty on quoted repairs.

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE:

COMPANY NAME: Gregg County Jail
ADDRESS/CITY/STATE/ZIP: 101 W. Whaley Street Longview TX 75601
CONTACT NAME/TITLE: Brian Hester/ Facility Maintenance Director
BUSINESS PHONE/FAX: 903-339-0437 Email: brian.hester@co.gregg.tx.us
SCOPE OF WORK: Preventive Maintenance

REFERENCE TWO:

COMPANY NAME: Christus Good Shepherd Medical Center
ADDRESS/CITY/STATE/ZIP: 100 East Marshall Ave. Longview TX 75601
CONTACT NAME/TITLE: Rodney Spivey/ Senior Facilities Manager
BUSINESS PHONE/FAX: 903-353-0290 Email: rodney.spivey@christushealth.org
SCOPE OF WORK: Preventive Maintenance/ Multiple Projects

REFERENCE THREE:

COMPANY NAME: Northeast Texas Community College
ADDRESS/CITY/STATE/ZIP: 2886 FM 1735 ML Pleasant TX 75455
CONTACT NAME/TITLE: Tom Ramler/ Facilities
BUSINESS PHONE/FAX: 903-204-8681 Email: tramler@ntcc.edu
SCOPE OF WORK: Preventive Maintenance/ Multiple Projects

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE:

COMPANY NAME: Entergy - Harrison County Power Plant
ADDRESS/CITY/STATE/ZIP: 12039 TX-43 Marshall, TX 75670
CONTACT NAME/TITLE: Lance Cowling Process Owner
BUSINESS PHONE/FAX: 903-923-7101 Email: scowin@entergy.com
SCOPE OF WORK: Preventive Maintenance

REFERENCE TWO:

COMPANY NAME: Christus Trinity Mother Frances
ADDRESS/CITY/STATE/ZIP: 2026 South Jackson Street Jacksonville, TX 75766
CONTACT NAME/TITLE: Todd Duckett/ Director of Integrated Services
BUSINESS PHONE/FAX: 903 - 541-4609 Email: steven.duckett2@christushealth.org
SCOPE OF WORK: Preventive Maintenance/ Multiple Projects

REFERENCE THREE:

COMPANY NAME: Eastman Chemical Company
ADDRESS/CITY/STATE/ZIP: 300 Kadak Blvd. Longview, TX 75605
CONTACT NAME/TITLE: Michael Bell/ E/I Contracting Specialist
BUSINESS PHONE/FAX: 903 - 261-3564 Michael.Bell@Eastman.com
SCOPE OF WORK: Preventive Maintenance

Project Management

10. List the name of the person who will be directly responsible for project management and the performance of the Project services and indicate the number of years of experience managing projects of similar size.

11. List the names of proposed team members, position/title, and years of experience.

List of Project Team Staff

Name	Position/Title	Years of Experience	License #
Clint Gleason	Project Manager	8 years	TACLA29157C
Mark Stevens	Technical Supervisor	40 years	TACLA29157C
Charlie Ford	Technical Supervisor	34 years	TACLA29157C
Bernie Shaw	Senior Technician	18 years	TACLA29157C
Brodrick Burk	Senior Technician	9 years	TACLA29157C
Chris Murphy	Technician	5 1/2 years	TACLA29157C

QUALIFICATIONS QUESTIONNAIRE

This questionnaire is to be completed in its entirety. No modifications to the wording are permitted. Proposals submitted with Qualifications Questionnaires that are incomplete or incorrect, or that have been altered, are subject to rejection.

1. Full Legal Name of Business:

Storer Equipment Company Ltd. dba Storer Services

2. Address of Headquarters:

504 West 67th Street

Shreveport, LA 71106

3. Address of Local Office, if different:

4. Date of Current Business Organization (Month/Year): December, 2002

5. Names and Dates of Predecessor Business Organization(s):

Storer Equipment Company, Inc.

January, 1972

6. Type of Business: Limited Partnership

(i.e. Individual, Partnership, Association, Corporation, etc.)

7. Business Telephone and Fax Number(s):

Telephone: (318) 865-1466

Fax: (318) 861-8481

8. List of Principals, Titles:

Craig Storer President

Aaron Storer Executive Vice President

9. Proposer Representative and Contact Information:

Keenan Jennings Direct: (318) 861-8484 Cell: (318) 415-9282

Kennan.Jennings@StorerServices.com

**Per proposal submission requirements:

Description of Products: Preventive Maintenance

Number of Employees: 102

Description of location when not on site: No work will be performed while not on site

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a RFP in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on list between the time of RFP submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

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

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

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a RFP in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

Signature:  Date: 6-22-2020

Printed Name: Scott Fleming

RFP SIGNATURE FORM

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

The Respondent affirms that he/she understands the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a RFP.

The undersigned agrees, on behalf of Respondent, that if this RFP is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this RFP will be (90) calendar days.

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

Respondent hereby assigns to Gregg County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. *Failure to sign and return this form will result in the rejection of the entire RFP.*

Signature:  Date: 6-22-2020

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name Scott Fleming Title Vice President of Sales/Marketing

Tel. No. (318) 861-8465 Email: Scott.Fleming@StorerServices.com

Address: 504 West 67th Street Shreveport, LA 71106

COMPANY IS:

Business included in a Corporate Income Tax Return? YES NO

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

Partnership consisting of 6 Limited Partners and 1 General Partner

Individual trading as _____

Principal offices are in the city of Shreveport

STANDARD TERMS & CONDITIONS

Bids are solicited for Modernization of Elevator #6 at the Gregg County Courthouse for Gregg County. **By returning this bid with price(s) quoted and forms executed, Respondent's certify and agree to the following:**

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Gregg County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Gregg County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Gregg County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Gregg County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - ✓ Have adequate financial resources, or the ability to obtain such resources as required.
 - ✓ Be able to comply with any required or proposed delivery schedule.
 - ✓ Have a satisfactory record of performance.
 - ✓ Have a satisfactory record of integrity and ethics.
 - ✓ Be otherwise qualified and eligible to receive the award.
5. Invoices shall be sent to the Gregg County Purchasing Department, 101 East Methvin, St. 205, Longview, TX, 75601. Invoices must detail the materials/equipment/services delivered and **must reference the Gregg County Purchase Order Number**. Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed

as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Longview, Gregg County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Gregg County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Gregg County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Gregg County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Funding Clause - Payments required to be made by Gregg County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Gregg County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Gregg County shall,

submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the purchasing agent. Thereupon, Gregg County will be released from its obligation to make further payments.

15. Gregg County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in Bids tendered. Bids offered must be complete and all inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in bid prices.
16. Gregg County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Gregg County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Bids may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
20. Respondent must provide a certificate of insurance conforming to the below listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.
21. Gregg County reserves the right to terminate an agreement/contract at any time, without cause, upon ten (10) days written notice to Respondent. Upon termination, Gregg County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of

doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Gregg County shall not be liable for loss or reduction in any anticipated profit.

22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.
24. Respondents must agree to provide the following information as part of this Bid:
 - ✓ Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
 - ✓ Name of contact person (single point of contact with the Respondent).
 - ✓ List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - ✓ List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the Bid until the rejection or award of the bid/RFP.
25. Gregg County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Gregg County Commissioners Court. Gregg County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
26. Gregg County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for bids are solely those of the Respondent. Gregg County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
28. The awarding Respondent shall maintain adequate records to justify all charges,

expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for Bid. Gregg County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.

29. Respondent understands and agrees that in returning a response to this Bid/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Gregg County Commissioners Court; if any.
30. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a Bid be considered if submitted to any other person or department other than specifically instructed.
31. Gratuities– Gregg County may, by written notice to the Respondent, cancel this contract without liability to Respondent if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.
32. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Respondent of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
33. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that

the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. **Assignment Delegation** - No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of the Buyer. Any attempted assignment or delegation by Respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. **Waivers** - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
36. **Modification** - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. **Applicable Law** - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. **Advertising** - Respondent shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. **Venue** - Both parties agree that venue for any litigation arising from this contract shall be in Longview, Gregg County, Texas.
41. **No negotiations, decisions, or actions** shall be executed by the Respondent as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
42. **The contents of each Responders bid, including specifications** shall remain valid for a minimum of 60 calendar days from the Bid due date.

43. All documents submitted as part of the Responders offering will be deemed confidential during the evaluation process.
44. Subcontracting: The Responder must function as the single point of responsibility for the Agency. No Responder shall submit a Bid comprised of separate software packages from multiple subcontractors.
45. Investigation of Conditions: Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. Contract Award:
 - 1) Gregg County reserves the right to reject any or all bids and to waive any minor informality or irregularity in a Responders response if deemed in the best interests of the County.
 - 2) Award of a contract (if any) resulting from this bid will be made only by written authorization from Gregg County Commissioners Court.
47. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
49. All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
50. Descriptions: Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
51. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Gregg County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the Bid. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda

with submission.

52. **Patents/Copyrights:** The successful Respondent agrees to protect Gregg County from claims involving infringements of patents and/or copyrights.
53. **Contract Administrator:** The Contract Administrator will serve as sole liaison between the Gregg County Commissioners Court and affected Gregg County Departments and the successful Respondent. Unless directly outlined in this specification the Respondent shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the Bid process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Respondents will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
54. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
 - (a) Name and address of successful Respondent;
 - (b) Name and address of receiving department and/or location;
 - (c) Gregg County Purchase Order number; and,
 - (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
55. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
56. Invoices must show all information as stated above, and will be issued for each purchase order.
57. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
58. **Warranty:** Successful Respondent shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
59. **Remedies:** The successful Respondent and Gregg County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

60. **Silence of Specification:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
61. The Respondent shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Respondent, its agents, representatives, volunteers, employees or subcontractors. The Respondents insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Respondents insurance and shall not contribute to it. Further, the Respondent shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County *before* work commences.**
62. ***Standard Insurance Policies Required:***
- a. Commercial General Liability Policy
 - b. Automobile Liability Policy
 - c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Gregg County.
- e. All insurance policies shall be furnished to Gregg County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Gregg County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

63. **Workers Compensation Insurance** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Respondents or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Respondents and subcontractors must use that portion of the form whereby the hiring Respondent agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Respondents/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Respondent has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering

equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Respondent shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Respondent providing services on the project, for the duration of the project.
- The Respondent must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Respondents current certificate of coverage ends during the duration of the project, the Respondent must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Respondent shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Respondent, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Respondent shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Respondent shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Respondent knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Respondent shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Respondent shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory

- requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Respondent, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Respondent, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) obtain from each other person with whom it contracts, and provide to the Respondent:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Gregg County, or providing, or causing to be provided a certificate of coverage, the Respondent who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Respondent to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Gregg County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

- Bids /may be withdrawn at any time prior to the official opening. Alterations made before the opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Bids become the property of Gregg County and may not be amended, altered or withdrawn without recommendation of the Gregg County Purchasing Agent and the approval of the Gregg County Commissioners Court.
- This Bid is issued in compliance with the County Purchasing Act Texas Local Government Code 262.030.
- **Prompt Payment Clause** - Gregg County, Texas will, after acceptance of goods or services and the receipt of a proper invoice from the awarded Respondent, process request for payment, said payment to be paid within forty-five (45) days. Prime Respondents shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) workdays of receipt of payment to the prime Respondent from the County. Upon satisfactory completion of a contract, the County and/or prime Respondent will ensure that any retainage payments are returned within thirty (30) workdays. Failure to comply with the terms of this requirement may be grounds for termination of the contract by the County.
- **Confidentiality:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered to be confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION". Please be advised that Gregg County cannot and will not make any agreement to withhold information from the public that is contrary to the County's responsibility under the Act.
- Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Gregg County reserves the right to waive any inconsistencies mentioned above to make an award in the best interest of the County.
- Respondents may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:
 1. Reason for believing collusion exists among the Respondents.
 2. Reasonable grounds for believing that any respondent is interested in more than one Bids for the work contemplated.
 3. The Respondent being interested in any litigation against the county.
 4. The Respondent in arrears on any existing contract or having defaulted on a previous contract.
 5. Lack of competency as revealed by a financial statement, experience. And equipment etc.
 6. Respondents shall not owe delinquent property tax in Gregg County.
 7. Respondent past performance record with Gregg County.
 8. Limited competition.

- The successful Respondent may not assign their rights and duties under award without written consent of Gregg County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
- Respondents are encouraged to review this entire Request for Bids Packet (BID). All questions regarding this Bid must be in writing and sent by email to Purchasing Agent Kelli Davis at kelli.davis@co.gregg.tx.us or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Bids may be grounds for elimination from the selection process.
- TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD GREGG COUNTY, ITS OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (i) RESPONDENTS BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT. RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES, MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME, AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE, OR FEDERAL GOVERNMENT AGENCIES.

BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Gregg County may require the Respondent to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Gregg County Commissioners Court and prior to commencement of the actual work, the successful Respondent shall furnish a performance bond to Gregg County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$25,000.00, the successful Respondent shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime Respondent or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before Respondent begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$100,000.00, the successful Respondent shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Gregg County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the Respondent begins the work.

CRIMINAL BACKGROUND CHECKS

Criminal background checks will be performed on any Awarded Respondents, and employees that will require them to enter/work in any sensitive security areas at any of Gregg County's Facilities. These include, but are not limited to, Gregg County Airport, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails and Gregg County Juvenile.

The following will apply to awarded Respondent personnel.

- The successful respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Respondent personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all Respondent personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check. **The Criminal Background Check applies to the individual and not the company.**