



Gregg County Purchasing Department

Kelli L. Davis, CPPB, NIGP-CPP, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ purchasing@co.gregg.tx.us

August 15, 2022

David Gilbert
Mundt Music of Longview, LLC

Mr. Gilbert,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for Audio Visual Supplies, Maintenance, & Services (Contract RFP- 2022-17) on August 15, 2022 to your firm/business.

I want to thank you for Qualification Statement; Gregg County looks forward to working with you.

If you have any questions or problems throughout the contract period; please feel free to contact my office.

Regards,

Kelli Davis, CPPB, NIGP-CPP
Gregg County Purchasing Agent
Longview, Texas

**CONTRACT BETWEEN
MUNDT MUSIC AND
GREGG COUNTY, TEXAS**

This Contract is executed by and between **Mundt Music** and Gregg County, Texas, hereinafter called **CONTRACTOR AND COUNTY**.

It is **AGREED** and **UNDERSTOOD** that this Contract is for Audio/Visual supplies, maintenance, and services for Gregg County, Texas.

The Contractor shall have audio / visual responsibilities, per RFP 2022-17: Audio Visual Supplies, Maintenance, and Services for Gregg County, Texas proposal from Mundt Music, referred to as **Exhibit A**.

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

The Contractor's responsibilities shall include the following:

- Contractor will provide all Audio Visual Maintenance and Services for Gregg County.
- Any required permits shall be obtained and submitted to the Purchasing Agent by contractor prior to commencement of any work.
- All work shall be done in compliance with all applicable Local, State and Federal laws, rules regulations, zoning ordinances and building codes in effect at the time of service.
- Contractor shall supply all labor, supplies, equipment required for completion of services.
- Contractor shall coordinate scheduling and work with project manager or the Purchasing Agent.
- County property shall be protected from damage by all equipment.
- Contractor shall perform cleanup of work areas as needed.
- Contractor shall store materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of the work, the work of other contractors or the operation and work of County business.

Insurance

- A. The Contractor shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The Contractor shall carry liability insurance in the following amounts: \$100,000 - \$500,000 bodily injury and minimum \$100,000 property damage.
- C. The Contractor shall supply copy of insurance coverage to County upon request and/or upon any change in coverage.

Termination Provisions

The term of this Contract shall be for one year beginning **August 15, 2022**. This Contract shall automatically renew for subsequent one (1) year terms, unless either Party provides written notice to the other of its intent to terminate this Contract not less than thirty (30) days before the end of the then current term.

Early Termination of Contract and Late Fees

In the event that Gregg County cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due upon receipt.

Contract Amendments

- A. This contract may be amended from time to time by mutual agreement of both the Contractor and the County.
- B. All amendments shall be in writing and approved by the Gregg County Commissioners Court and the Contractor's authorized representative.

Payment Terms

Gregg County shall pay the Contractor for Audio Visual Maintenance, and Services fees as specified in **Attachment A**, (RFP-2022-17 proposal from Mundt Music) which is attached hereto and incorporated herein for all purposes and listed below.

Hourly Rate (regular): \$150.00

Hourly Rate (nights/weekends): \$225.00

Equipment Rate: Fair market value

The County will pay the entire balance due for services rendered upon Gregg County's satisfaction with completion of each job, and the County will make payment to Contractor within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local governmental entities.

Additional Contract Terms

1. This contract will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the contract will be in the State District Courts in Gregg County, Texas or the federal district courts for Gregg County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
3. The Parties agree that under the Texas Constitution and laws of the State of Texas, Gregg County cannot enter into an agreement whereby Gregg County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Gregg County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
4. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental/sovereign immunity and limitations on liability.

5. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled; therefore any provisions to the contrary are hereby deleted.

6. The Parties agree and understand that in the event the Contractor cannot perform a task needed by Gregg County, Gregg County has the right to obtain quotes from other Contractors in order to satisfy the needs of the County.

7. The Parties agree and understand that County does not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provisions to the contrary are hereby deleted.

8. The Parties agree and understand that County does not agree to waive any rights and remedies available to County under the Texas Deceptive Trade Practices-Consumer Protection Act; therefore, any provisions to the contrary are hereby deleted.

9. The Parties agree and understand that County does not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Service Contract, the equipment or its use; therefore, any provisions to the contrary are hereby deleted.

10. Services provided under the contract shall be provided in accordance with all applicable state and federal laws.

11. Interpretation of Contract and Exhibit A: "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.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this contract. Each representative whose signature appears on this contract represents and does hereby certify that they have the authority to enter into this contract for their represented Party.

APPROVED AS TO FORM AND CONTENT:



Bill Stoudt, County Judge
Gregg County, Texas



Mundt Music

08-15-2022

Date

8-8-2022

Date

PROPOSAL FEE FORM

Hourly service rate: \$ 150.⁰⁰
(During business hours)

Hourly service rate: \$ 225.⁰⁰
(After hours/nights-weekends)

Trip Charge: \$ 1 hour minimum
(During business hours)

Trip Charge: \$ 1 hour minimum
(After hours/nights-weekends)

New equipment markup %: \$ 10% TO 40% (FAIR MARKET VALUE)

Any other applicable fees: \$ NO
(Please explain)

Comments:
we sell product for MAP Pricing set
by MANUFACTURER

Warranty Information per Project:
All factory warranties apply on product

Warranty Information per Materials:
1 year warranty applies on all supplies and parts