

Approved by CC:

DEC 27 2010

**RECAP SUMMARY  
AC REPLACEMENTS/CONTROLS  
RFP#2011-406**

Open: December 8, 2010 2PM

DESCRIPTION ITEM	VENDOR	VENDOR	VENDOR	VENDOR
TURN KEY AMOUNT	3D Mechanical Services Crandall, TX \$91,558.00	Hawk Plumbing, Heat, AC Ft. Worth, TX \$136,800.00	DMI CORP. Decker Mech. Cedar Hill, TX 75104 \$94,173.00	Enviromatic Serv. Grand Prairie, TX \$71,747.00
BRAND OF UNITS	Lennox	Lennox	Carrier	Carrier
BRAND CONTROL SYSTEMS	MACH PRO COM/RC STUDIO	Reliable	Reliable	Reliable
WARRANTY INCLUDED UNITS	1 YR. PARTS, 5 YR COMPRESSOR, 10 YR. HEAT EXCHANGE	1 YR MANUFACTURER & 1 EXTENDED YR	1YR	5 YRS ON PARTS 1 YR LABOR
WARRANTY INCLUDED CONTROL SYSTEM	1 YR.	1YR	1YR	5 YRS ON PARTS 1 YR LABOR
WORKERS COMPENSATION CERTIFICATE	NO WILL PURCHASE IF AWARDED	YES	YES	YES
APPROXIMATE TIME TO COMPLETE (ONCE AWARDED PURCHASE ORDER RECEIVED)	18 DAYS	60 DAYS	60 Days (Based on Del. Of Equip.)	2 TO 3 WEEKS
STATEMENT OF WORK Complete Packet (i.e. license, conflict of interest, quote sheet, references, insurance Specifications, etc)	Packet complete except: CONFLICT (NOT SIGNED) BID BOND INCLUDED	Packet complete except: CONFLICT (NOT SIGNED) NO BID BOND	Packet complete except: NO LICENSE INCLUDED BID BOND INCLUDED	Packet complete except NO BID BOND -- WILL PURCHASE IF AWARDED.

ATTEST: Pam Causey, Sr. Buyer, Rebecca Walsh, Buyer 1, and Robert Rudizvice, Building Superintendent

INTEROFFICE MEMO  
COUNTY JUDGE'S OFFICE

To: Allison Hitchcock

From: Purchasing - Pam Causey

Date: 12/27/2010

AC Units + Controls  
RFP # AD11-406 Burleson Sub. Courthouse

RFB # \_\_\_\_\_

Date approved in Commissioner's Court 12-27-2010

Rejected in Commissioner's Court

Requested to rebid: \_\_\_\_\_ Requested NO rebid: \_\_\_\_\_

Other: \_\_\_\_\_

Original Bids/Proposals/Quotes/Qualifications

Recap Sheet

Misc. documentation

Please file/scan in the County Clerk's Records.

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**AC REPLACEMENTS/CONTROLS**

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**ATTEST: Pam Causey, Sr. Buyer, Rebecca Walsh, Buyer 1, and Robert Rudizvice, Building Superintendent**

0000-00-0000

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Jackson County Purchasing  
1102 E. Kilpatrick Suite B  
Chickama, GA 31803

AC Replacements & Benefits  
RIF# 2011-4000

**JOHNSON COUNTY**  
**REQUEST FOR PROPOSAL**  
**Cover Sheet**

**DATE DUE: DECEMER 8, 2010**  
**NO LATER THAN 2:00 P.M.**

**BIDS RECEIVED LATER THAN THE**  
**DATE AND TIME ABOVE WILL NOT**  
**BE CONSIDERED**

**REQUEST FOR PROPOSAL AC UNIT REPLACEMENTS AND CONTROLS**  
**FOR JOHNSON COUNTY SUBCOURTHOUSE. RFP#2011-406**

**OFFERORS NOTE!!**

*Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples.*

*Please be sure that return envelope shows the BID Number, Description and is marked "SEALED BID OR SEALED PROPOSAL."*

**RETURN BID TO:**  
**PURCHASING DEPARTMENT**  
**1102 E. KILPATRICK STREET, SUITE B**  
**CLEBURNE, TX 76031**

**YOUR CONTACT FOR ALL QUESTIONS PERTAINING TO THIS REQUEST OR ADDITIONAL INFORMATION IS Purchasing Agent, Margaret Cook CPPB, 817-556-6384**  
*You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.*

Company Name: Enviromatic Services  
Company Address: 2337 West Warrior Trail  
City, State, Zip Code: Grand Prairie, Texas 75052  
Taxpayer Identification Number (T.I.N.): 3-20242-8427-8

Telephone No. 972-602-9077 FAX No. 972-602-9083  
Print Name: Kenneth Stowe

Signature: *Kenneth Stowe*

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract.]

ACCEPTED COMMISSIONER'S COURT

DATE ACCEPTED:

DECLINED



December 7, 2010

Johnson County  
2 North Main  
Cleburne, Tx 76033

Reference: Unit Replacement and Controls for Burleson Sub Court House

Gentlemen:

We propose to furnish the necessary labor and materials for the above referenced project. Our quotation includes the following:

1. Removal of Old Units One at a Time
2. Installation of (10) New R-410 Units One at a Time
3. Necessary Piping Line Cleaning
4. Necessary Electrical
5. Necessary Drain Lines
6. Necessary Sheet Metal Work
7. Mechanical Permit
8. Equipment Startup
9. Installation of (1) RC-Studio Software on Customer Supplied Computer
10. Installation of (1) Mach ProCom
11. Installation of (10) Mach Zone RT Controllers
12. Installation of (10) Smart Stats
13. Installation of (10) Supply Temperature Sensors
14. Installation of (10) Current Sensors
15. Necessary Enclosures
16. Necessary Programming for Controllers
17. Necessary Control and Network Wiring
18. Necessary Graphics
19. Necessary Control Drawings
20. Check System Operation
21. Necessary Performance and Payment Bond

Lic. # TACLA27047C

2337 West Warrior Trail, Grand Prairie, TX 75052  
Phone: (972) 602-9077 Fax: (972) 602-9083 [www.enviomaticservices.com](http://www.enviomaticservices.com)

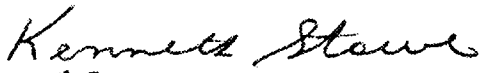
Our price for the above work is \$71,747.00

We exclude the following:

1. Sales tax

We appreciate the opportunity to be of service. If you have any questions, please feel free to call (817) 992-3572. Our price is good for 30 days from the above date.

Respectfully submitted,

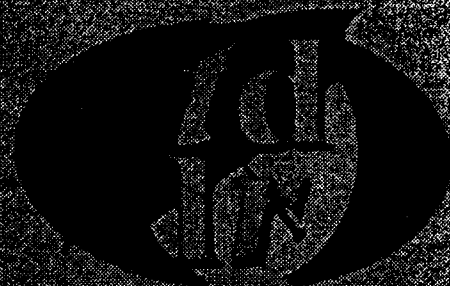
  
Kenneth Stowe

STATE OF TEXAS  
DENNIS SUTTON

AIR CONDITIONING &  
REFRIGERATION CONTRACTOR

ENVIRONMENTAL SERVICES INC

LIC. # TACLA27047C  
EXPIRES 05/29/2011



STATE OF TEXAS DEPARTMENT OF LICENSING AND REGULATION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Steeper Sewell Insurance Services, Inc. 12400 Coit Road, Suite 1100 Dallas, TX 75251-2039	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 972.419.7500      FAX (A/C, No.): 972.419.7555 E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #:  INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Association Casualty Insurance      0095 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Enviromatic Systems Services, Inc. 2337 West Warrior Trail Grand Prairie, TX 75052	

**COVERAGES**      **CERTIFICATE NUMBER: 10-11**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>			CMP0103223	04/01/2010	04/01/2011	EACH OCCURRENCE		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X				MED EXP (Any cric person)	\$ 100,000	
	GENT. AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 1,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	<b>AUTOMOBILE LIABILITY</b>			CAP0202153	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Co accident)		
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000		
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
<input type="checkbox"/> NON-OWNED AUTOS				\$					
								\$	
								\$	
A	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>	OCCUR	UMB0501550	04/01/2010	04/01/2011	EACH OCCURRENCE		
	<b>EXCESS LIAB</b>	<input type="checkbox"/>	CLAIMS-MADE				\$ 2,000,000		
	DEDUCTIBLE						AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/> RETENTION \$							\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCA0401976	03/12/2010	04/10/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N	N/A				X	OTHER	
	(Mandatory In NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, check the circle							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  County of Johnson Texas Attn: Margaret A Cook 1102 E Kilpatrick Street Suite B Cleburne, TX 76031	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Gregory Acker
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**BID QUOTE SHEET**  
**RFP#2011-406**  
**AC REPLACEMENT & CONTROLS**

Having read and understanding the entire contents of this Bid, I submit the following Proposal Quote.

TURN KEY AMOUNT FOR ENTIRE PROJECT:	\$ 71,747.00
UNIT BRAND NAME TO BE USE:	Carrier
CONTROL SYSTEM BRAND NAME TO BE USED:	Reliable Controls
WARRANTY INCLUDED FOR UNITS:	5yrs on parts & 1 yr on labor
WARRANTY INCLUDED FOR CONTROL SYSTEM:	5 yrs on parts & 1 yr on labor
WORKERS COMPENSATION CERTIFICATE INCLUDED:	yes
APPROXIMATE TIME TO COMPLETE PROJECT IF AWARDED:	2-3 weeks
DID YOU ENCLOSE A SOW (STATEMENT OF WORK)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**VENDOR/RESPONDENT INFORMATION:**

NAME OF BUSINESS/INDIVIDUAL: Enviromatic Services

ADDRESS FOR ABOVE: 2337 West Warrior Trail

CITY/STATE/ZIP: Grand Prairie, Texas 75052

TELEPHONE: 972-602-9077      FAX: 972-602-9083

CELL #: 817-992-3572      EMAIL: kstowe@enviromaticservices.com

NAME OF REPRESENTATIVE: Kenneth Stowe  
PRINT NAME

SIGNATURE OF REPRESENTATIVE: \_\_\_\_\_

YOUR SIGNATURE ATTESTES TO YOUR OFFER TO PROVIDE THE GOODS AND/OR SERVICES IN THIS BID ACCORDING TO THE PUBLISHED PROVISIONS OF THIS JOB. WHEN AN AWARD LETTER IS ISSUED, IT BECOMES A PART OF THIS CONTRACT

Initials: KS

Attachment A  
Residence Certification

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Enviromatic Services is a Resident Bidder of Texas as defined in  
[Company Name]  
Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in  
[Company Name]  
Government Code §2252.001 and our principal place of business is \_\_\_\_\_  
[City and State]

Initials: K.S

**SPECIFICATIONS**  
**RFP #2011- 406**  
**AC UNIT REPLACEMENTS AND CONTROLS**

**Purpose:**

Johnson County Purchasing is requesting sealed proposals for Air Conditioning Unit Replacements and Controls for Johnson County Sub-Courthouse.

**REPLACEMENT UNITS:**

The specifications shall be equal to and/or better than and is not limited to the following;

- Vendor shall furnish all materials and labor for the removal of 10 (ten) old units.
- Old units will have to be removed one at a time with the new unit replaced. These are working offices and cannot be without air for a long period of time.
- New units shall be American made products.
- All (10) ten units shall be R-410A Lennox or equal to.
- (4) four units shall be three and a half ton
- (4) four units shall be five ton
- (2) two units shall be four ton

Vendor shall be responsible for the following;

- Provide Mechanical permit
- All necessary Freon line cleaning
- Any electrical that is necessary for this project
- Installation of any needed drain lines
- Provide any necessary sheet metal work
- All startup equipment
- Provide temporary HVAC if needed during removal/installation
- Disposal of all old equipment as per the Solid Waste Disposal Act of Texas
- Provide one year parts and labor warranty after the manufacturer's regular warranty.
- **OPTION:** Vendor provides more years of warranty on parts and labor after manufacturer's regular warranty.

Initials: KS

**Control System:**

Vendor shall provide and install Reliable Controls Computer Control System (which is the brand name) for HVAC now being used at Johnson County and /or a system that will work with and communicate with Reliable Controls System.

Vendor shall be responsible for:

- Any sensors needed for the system to work efficiently
- Any wiring needed for system
- Programming and startup of system (Johnson County will provide the PC)
- One year regular warranty.
- Provide warranty for at least one year after manufacturer's warranty.
- The complete operation and installation shall be working to the standards of Johnson County.
- **OPTION:** Vendor to provide more than one year's warranty after the manufacturer's warranty.

Johnson County has acquired funding from a Federal Grant and therefore all rules and regulations shall apply.

**Vendors are requested to view the job site by contracting Robert Rudzavice at (682-459-6069) during normal business hours 8:00a.m. - 5:00 p.m.**

At no time during visits is cost or money to be discussed.

Project Quote shall be quoted as a "turnkey" job.

**Please provide in your proposal packet a SOW (Scope of Work) detailing how you plan to handle this project.**

All questions that are not clear in this proposal shall be directed to the Johnson County Purchasing Agent, Margaret Cook, at email address; [Margaret@johnsoncountytexas.org](mailto:Margaret@johnsoncountytexas.org).

Vendors shall include in this packet all licensing of personnel that will be working on this project.

Vendors shall provide (3) references of other projects similar to this one.

All contractors shall have worker's compensation insurance and provide a certificate to the Purchasing Agent (10) ten days before starting the job and/or project. Vendor may include certificate in this packet.

Initials: KS

**INSTRUCTIONS/TERMS OF CONTRACT:**

SUBMISSION OF PROPOSALS/BIDS; **three (3) complete sets** of all proposal/bid documents (original and two(2) copies) shall be sealed and submitted as offerer's response to:

Johnson County Purchasing  
Margaret Cook, CPPB, Purchasing Agent  
1102 E. Kilpatrick, Suite B  
Cleburne, Texas 76031

**Sealed proposals/bids shall be received no later than: 2:00 p.m. DECEMBER 8, 2010  
MARK ENVELOPE: AC REPLACEMENTS AND CONTROLS**

**LATE PROPOSALS:** Proposals/bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time or receipt.

**ALL PROPOSALS/BIDS MUST BE RECEIVED IN THE COUNTY PURCHASING DEPARTMENT BEFORE THE DESIGNATED DUE DATE AND TIME.**

**PROPOSAL/BID SHALL INCLUDE:** This RFP/ITB and all additional documents submitted. Each proposal/bid shall be placed in a sealed envelope, with **each page manually signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the INVITATION. FACSIMILE TRANSMITTALS OR ELECTRONIC PROPOSALS/BIDS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal/Invitation to Bid and accompanying Specifications are for your convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates your time and effort in preparing this proposal/bid. Please note that all proposals/bids **must be in the hands of the County Purchasing Agent at the designated location no later than the deadline shown.** Proposals/bids received after the deadline **will not be considered** for the award of the contract, and shall be considered void and unacceptable. You are invited to attend.

If you do not wish to submit a proposal/bid at this time, but wish to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated for bidding. If a response is not received in the form of a "Proposal", "Bid" or "No Offer" you shall be removed from the vendor list. For your convenience, "No Offer's" are acceptable by fax. If you wish to be removed from the vendor list, or changed and/or added to the vendor list for another commodity, please let us know. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Phone, Fax and commodity and/or service provided.

Awards are usually made in the Regular Session of the Johnson County Commissioners Court,

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which follows the bid/proposal opening. Results will be sent to those who took their time to bid.

IT IS UNDERSTOOD that the Commissioners Court of Johnson County, Texas reserves the right to reject any or all proposals/bids as it shall deem to be in the best interests of Johnson County. Receipt of any proposal/bid shall under no circumstances obligate Johnson County to accept the lowest dollar proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

**FUNDING:** Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

**ALTERING PROPOSALS:** Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL/BID:** A proposal/bid may not be withdrawn or canceled by the offerer without the permission of the county for a period of ninety (90) days following the date designated for the opening of proposals/bids, and offerer so agrees upon submittal of their proposal/bid. Proposals/bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

**PROPOSALS WILL BE** received and publicly acknowledged at the location, date and time stated in this specification. Offer's, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiations. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

**PERMITS:** All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the offerer and shall be a part of the proposal.

**SALES TAX:** Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal/bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

**CONTRACT:** This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by Johnson County, shall constitute a contract equally binding between the successful offerer and Johnson County. No different or additional terms will become a part of the contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the Johnson County Purchasing Department and then submitted to the Johnson County Commissioners Court for approval. No item, service, etc. on change orders shall be

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acted upon before it has been approved and recorded by the Johnson County Commissioner's Court.

**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. **CHAPTER 176 OF THE LOCAL GOVERNMENT Code REQUIRES THE FILING OF CONFLICT OF INTEREST QUESTIONNAIRES BY CERTAIN INDIVIDUALS AND BUSINESSES. SEE THE ATTACHED CONFLICT OF INTEREST DISCLOSURE INFORMATION.**

**ETHICS:** The offerer shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official or agent of Johnson County.

**EXCEPTION/SUBSTITUTIONS:** All proposals/bids meeting the intent of this request for proposal will be considered for negotiations. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. If offering other than specification, offerer must certify article offered is equivalent to specifications. When offering other than specified brand, offerer shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible for performing in strict accordance with the specifications of the RFP/ITB. Johnson County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**DESCRIPTIONS:** Whenever an article or material is defined or used in the RFP/ITB 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. Proposals/Bid must be submitted on units of quantity specified, extend, and show total. In the event of discrepancies in extension, the unit prices shall govern.

**ADDENDUM:** Any interpretations, corrections or changes to this RFP/ITB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court and Purchasing Department. Addendum will be mailed or faxed to all that are known to have received a copy of the RFP/ITB. Offerers shall acknowledge receipt of all addendum.

**PROPOSAL MUST COMPLY** with all federal, state, county and local laws concerning the type of article and/or service being offered.

**DESIGN, STRENGTH, QUALITY** of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

**ALL HARDWARE, OR ANY OTHER ITEM** offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE offerers:** A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

Initials: KS



Johnson County may request representation and other information sufficient to determine offerer's ability to meet the minimum standards listed above.

**FACTORS IN AWARD:** Proposals/Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the bidder's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the bidder whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible bidder who submits the lowest and/or best bid.

**REFERENCES:** Johnson County requests offerer to submit, with this RFP/ITB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the proposal offerer to perform under the contract being bid. Proposal/Bid offerer is also requested to supply a complete list of customers from January 2003 to current that he has performed the same or similar service he is offering as part of this RFP. **REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

OFFERER SHALL PROVIDE with this proposal/bid response, all documentation required by this RFP/ITB. Failure to provide this information may result in rejection of proposal/bid.

SUCCESSFUL OFFERER SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, employee subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offerer shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best offerer as it deems to be in the best interest of the County.

**TERMINATION FOR DEFAULT:** Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful offerer fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

Initials:  K.S

**REPRESENTATIVE SUBMITTING OFFER:** affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other bidder, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

**PATENTS/COPYRIGHTS:** The successful offerer agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

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**PURCHASE ORDER:** Johnson County shall generate a purchase order(s) to the successful offerer(s). The purchase order number must appear on all itemized invoices and packing slips. Johnson County will not be held responsible for any orders placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) Name and address of successful offerer, (b) Name and address of receiving department and/or location, (c) Johnson County purchase order number, and (d) descriptive information of the materials shipped, including item numbers, serial numbers, quantities, number of containers and package numbers, if any. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

**INVOICES** must show all information as stated above, and will be issued for each purchase order and shall be directed to the Department of Johnson County who placed the order.

Initials: KS

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful offerer(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Mondays of each month. On the fourth Monday, invoices are approved for payment. To meet that month's billing cycle, INVOICES ARE TO BE IN THE HANDS OF THE DEPARTMENT PLACING THE ORDER no later than 12:00 Noon on the Monday prior to the fourth Monday of the month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/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 offerer 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.

WARRANTY: Successful offerer shall warrant that all equipment/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.

REMEDIES: The successful offerer and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful offerer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

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.

ANY QUESTIONS relating to this Request for Proposal and Specification shall be directed to Margaret Cook, CPPB, Purchasing Agent, 817-556-6384.

THIS ENTIRE PROPOSAL /BID PACKET SERVES AS OUR CONTRACT UNLESS OTHERWISE ADVISED.

Initials: KS

## GENERAL TERMS AND CONDITIONS

1. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT price shall govern. Bids subjected to unlimited price increase will not be considered or if considered the provision for unlimited price increase is void and the initial price shall be the maximum price.
2. Bids **MUST** give full company name and address of the bidder. Failure to manually sign bid will disqualify bid. Person signing should **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**.
3. **BID SECURITY AND PERFORMANCE BOND.** The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in Bid Specifications.
4. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive –**NOT** restrictive it is used only to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specification, bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference date, he will be required to furnish brand names, numbers, etc. as specified.
5. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request at his request. Each sample should be marked with bidder's name, address, and County bid number. **DO NO ENCLOSE OR ATTACH SAMPLE TO BID.**
6. **DELIVER:** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure o meet delivery promises without valid reason may cause removal from bidder list.
7. **TITLE & RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and take possession of the goods at the point or points of delivery.
8. If delay is foreseen, contractor shall give written notice to Purchasing Agent. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
9. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless other wised indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Initials:     K.S

10. Written and verbal inquiries pertaining to bids must give Bid Number and Commodity.
11. **NO** substitutions or cancellations permitted without written approval of Purchasing Agent.
12. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities and award to the lowest responsible bidder. Johnson County reserves the right to award by item or by total bid. Prices should be itemized.
13. **LOWEST AND BEST BID** – All bids will be awarded to the lowest and best bidder. The determination of the lowest and best bid by the Commissioners' Court may involve all or some of the following factors: price, conformity to specifications, financial responsibility to meet the contract, previous performance, facilities and equipment, availability of repair parts, response to service needs, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objectives and accountable factors which are reasonable.
14. **DISCOUNTS** – Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.
15. **DELIVERY** shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. , unless prior approval for late delivery has been obtained from Purchasing Agent.
16. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations.
17. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.
18. **FEDERAL, STATE, LOCAL LAWS** – All bidders will comply with all Federal, State and local laws relative to conducting business in Johnson County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
19. **INDEMNITY** – The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Johnson County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
20. Acceptance of and final payment for the item will be contingent upon unsatisfactory performance of the product received by Johnson County.
21. **INVOICES & PAYMENTS** – Successful Bidder shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Johnson County, Auditor's Office, 2 N. Main, Cleburne, Texas 76903. Payments shall not be due until the above instruments are submitted after delivery.
22. **BUYERS OBLIGATION** is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

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23. Attention is called to Texas Local Government Code Chapter 154.045 stating that no money shall be paid to any person firm or corporation who is in arrears to Johnson County for taxes.
24. **AWARD:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
25. **VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
26. It is expressly understood and agreed that in case Johnson County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Johnson County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Johnson County reserves the right to seek another vendor, if any time, vendor's prices do not conform to public pricing.
27. **WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on order by other for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
28. **WARRANTY – PRODUCT:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
29. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, corrections made by Buyer will be at Seller's expense.
30. Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
31. **MINORITY BUSINESS CLAUSE –** Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.
32. **AFFIRMATIVE ACTION PROGRAM –** Johnson County does have an Affirmative Action Program in connection with Equal Employment Opportunity. It is recommended that those bidders who

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have not initiated an Affirmative Action Program give consideration toward pursuing such a program.

- 33. ASSIGNMENT:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.
- 34. 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 that 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.
- 35. VENUE:** Both parties agree that the venue for litigation arising from this contract shall lie in Cleburne, Johnson County, Texas.
- 36. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressly implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.
- 37. OTHER REMEDIES:** In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

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## INSURANCE AND BOND REQUIREMENTS – (If applies)

Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work thereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor. The County, all public officials, employees, and volunteers shall be named as additional insureds. **Proof of Workers' Compensation and Liability Insurance shall be provided with bid response.**

### A. Minimum Limits of Insurance:

#### 1. Comprehensive General Liability, to include contractual liability:

Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

1a. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A

1b. Excess Liability (Umbrella): N/A

#### 2. Automobile Liability:

Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

#### 3. Worker's Compensation

Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

### B. Other Insurance Provisions:

#### 1. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty(30) days prior notice by certified mail, return receipt requested, has been given to County.

### C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

### D. Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the bid is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

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**IF APPLICABLE**, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 of the Texas Local Government Code, if the contract contemplated by this request for bids is for the construction of public works, or will be under a contract exceeding \$100,000.00, Johnson County may require the bidder to execute a good and sufficient bid bond in the amount of five percent (5%) of the amount bid. 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. Within 10 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County, the successful bidder shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$50,000.00. Such 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 (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160, if the amount of the contract awarded to the successful bidder exceeds \$25,000.00, then said successful bidder shall execute a payment bond in the amount of the contract, solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, for the use of each such claimant.

**IF APPLICABLE**, no Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$25,000.00, no bond shall be required of the successful bidder.

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1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine offerer's ability to meet the minimum standards listed above.

**FACTORS IN AWARD:** Proposals/Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the bidder's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the bidder whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible bidder who submits the lowest and/or best bid.

**REFERENCES:** Johnson County requests offerer to submit, with this RFP/ITB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the proposal offerer to perform under the contract being bid. Proposal/Bid offerer is also requested to supply a complete list of customers from January 2003 to current that he has performed the same or similar service he is offering as part of this RFP. **REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

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department and/or location, (c) Johnson County purchase order number, and (d) descriptive information of the materials shipped, including item numbers, serial numbers, quantities, number of containers and package numbers, if any. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

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THIS ENTIRE PROPOSAL /BID PACKET SERVES AS OUR CONTRACT UNLESS OTHERWISE ADVISED.

Initials: KS

RAWA...  
& Air Conditioning Inc.  
8506 Spring Street  
Fort Worth, TX 76179

Johnson County Purchasing  
1102 E. Kilpatrick Suite B  
Cleburne, TX 76031

AC Replacements & Controls  
RFP# 2011-406

J.C.

DEC 7 10 54 AM '11

**JOHNSON COUNTY  
REQUEST FOR PROPOSAL  
Cover Sheet**

**ORIGINAL**

**DATE DUE: DECEMBER 8, 2010  
NO LATER THAN 2:00 P.M.**

**BIDS RECEIVED LATER THAN THE  
DATE AND TIME ABOVE WILL NOT  
BE CONSIDERED**

**REQUEST FOR PROPOSAL AC UNIT REPLACEMENTS AND CONTROLS  
FOR JOHNSON COUNTY SUBCOURTHOUSE. RFP#2011-406**

**OFFERORS NOTE!!**

*Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples.*

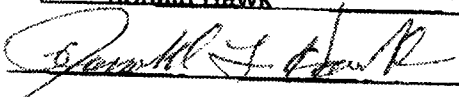
*Please be sure that return envelope shows the BID Number, Description and is marked "SEALED BID OR SEALED PROPOSAL."*

**RETURN BID TO:  
PURCHASING DEPARTMENT  
1102 E. KILPATRICK STREET, SUITE B  
CLEBURNE, TX 76031**

**YOUR CONTACT FOR ALL QUESTIONS PERTAINING TO THIS REQUEST OR ADDITIONAL INFORMATION IS Purchasing Agent, Margaret Cook CPPB, 817-556-6384**  
*You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.*

Company Name: Hawk Plumbing, Heating, and Air Conditioning  
Company Address: 8506 Spring Street  
City, State, Zip Code: Fort Worth, TX 76179  
Taxpayer Identification Number (T.I.N.): 1-75-2794902-2

Telephone No. 817-236-8482 FAX No. 817-236-5447  
Print Name: Ronald Hawk

Signature: 

**[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract.]**

**ACCEPTED \_\_\_\_\_ COMMISSIONER'S COURT DATE ACCEPTED: \_\_\_\_\_**  
**DECLINED \_\_\_\_\_**

**SPECIFICATIONS**  
**RFP #2011- 406**  
**AC UNIT REPLACEMENTS AND CONTROLS**

**Purpose:**

Johnson County Purchasing is requesting sealed proposals for Air Conditioning Unit Replacements and Controls for Johnson County Sub-Courthouse.

**REPLACEMENT UNITS:**

The specifications shall be equal to and/or better than and is not limited to the following:

- Vendor shall furnish all materials and labor for the removal of 10 (ten) old units.
- Old units will have to be removed one at a time with the new unit replaced. These are working offices and cannot be without air for a long period of time.
- New units shall be American made products.
- All (10) ten units shall be R-410A Lennox or equal to.
- (4) four units shall be three and a half ton
- (4) four units shall be five ton
- (2) two units shall be four ton

Vendor shall be responsible for the following:

- Provide Mechanical permit
- All necessary Freon line cleaning
- Any electrical that is necessary for this project
- Installation of any needed drain lines
- Provide any necessary sheet metal work
- All startup equipment
- Provide temporary HVAC if needed during removal/installation
- Disposal of all old equipment as per the Solid Waste Disposal Act of Texas
- Provide one year parts and labor warranty after the manufacturer's regular warranty.
- **OPTION:** Vendor provides more years of warranty on parts and labor after manufacturer's regular warranty.

Initials: RAH



**Control System:**

Vendor shall provide and install Reliable Controls Computer Control System (which is the brand name) for HVAC now being used at Johnson County and /or a system that will work with and communicate with Reliable Controls System.

Vendor shall be responsible for:

- Any sensors needed for the system to work efficiently
- Any wiring needed for system
- Programming and startup of system (Johnson County will provide the PC)
- One year regular warranty.
- Provide warranty for at least one year after manufacturer's warranty.
- The complete operation and installation shall be working to the standards of Johnson County.
- **OPTION:** Vendor to provide more than one year's warranty after the manufacturer's warranty.

Johnson County has acquired funding from a Federal Grant and therefore all rules and regulations shall apply.

**Vendors are requested to view the job site by contracting Robert Rudzavice at (682-459-6069) during normal business hours 8:00a.m. - 5:00 p.m.**

At no time during visits is cost or money to be discussed.

Project Quote shall be quoted as a "turnkey" job.

**Please provide in your proposal packet a SOW (Scope of Work) detailing how you plan to handle this project.**

All questions that are not clear in this proposal shall be directed to the Johnson County Purchasing Agent, Margaret Cook, at email address; [Margaret@johnsoncountytexas.org](mailto:Margaret@johnsoncountytexas.org).

Vendors shall include in this packet all licensing of personnel that will be working on this project.

Vendors shall provide (3) references of other projects similar to this one.

All contractors shall have worker's compensation insurance and provide a certificate to the Purchasing Agent (10) ten days before starting the job and/or project. Vendor may include certificate in this packet.

Initials: RLH

**Requirements and Additional Information:**

Bid proposals shall be submitted to the following address:

Johnson County Purchasing  
1102 E. Kilpatrick Suite B  
Cleburne, TX 76031

Bid proposals shall be delivered to the above address no later than DECEMBER 8, 2010 by 2:00 p.m. Any bid proposals received after the deadline shall be returned to respondent unopened.

Bid proposals shall be placed in a sealed envelope and marked;  
AC REPLACEMENTS & CONTROLS  
RFP#2011-406

Any questions or comments shall be directed to the Johnson County Purchasing Agent, Margaret A. Cook, CPPB at (817) 558-6382 or email [margaret@johnsoncountytexas.org](mailto:margaret@johnsoncountytexas.org).

Johnson County has the right to accept or reject any and all bids received and to waive any informalities of the bids received.

Each page of the entire proposal packet shall be initialed and the bottom of each page and returned. This proposal/bid serves as a contract unless advised otherwise.

Initials: RLM

020/9002

PURCHASING

11/18/2010 14:54 FAX 817 556 8385

**BID QUOTE SHEET**  
**RFP#2011-406**  
**AC REPLACEMENT & CONTROLS**

Having read and understanding the entire contents of this Bid, I submit the following Proposal Quote.

TURN KEY AMOUNT FOR ENTIRE PROJECT:	\$ 136,800 <sup>00</sup>
UNIT BRAND NAME TO BE USE:	Lennox
CONTROL SYSTEM BRAND NAME TO BE USED:	Reliance <i>Reliable</i>
WARRANTY INCLUDED FOR UNITS:	1 year manufacturer & 1 year extended
WARRANTY INCLUDED FOR CONTROL SYSTEM:	1 year
WORKERS COMPENSATION CERTIFICATE INCLUDED:	Yes
APPROXIMATE TIME TO COMPLETE PROJECT IF AWARDED:	60 days
DID YOU ENCLOSE A SOW (STATEMENT OF WORK)?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**VENDOR/RESPONDENT INFORMATION:**

NAME OF BUSINESS/INDIVIDUAL: Hawk Plumbing, Heating and Air Conditioning  
ADDRESS FOR ABOVE: 8506 Spring Street  
CITY/STATE/ZIP: Fort Worth, TX 76179  
TELEPHONE: 817-236-8482 FAX: 817-236-5447  
CELL #: \_\_\_\_\_ EMAIL: hawk@hawkphac.com

NAME OF REPRESENTATIVE: Ronald Hawk  
PRINT NAME

SIGNATURE OF REPRESENTATIVE: 

YOUR SIGNATURE ATTESTES TO YOUR OFFER TO PROVIDE THE GOODS AND/OR SERVICES IN THIS BID ACCORDING TO THE PUBLISHED PROVISIONS OF THIS JOB. WHEN AN AWARD LETTER IS ISSUED, IT BECOMES A PART OF THIS CONTRACT

Initials: RH

## 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 proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

### REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME: Morrison Supply	
ADDRESS/CITY/STATE/ZIP: PO Box 70, Fort Worth, TX 76101	
CONTACT NAME/TITLE: Josh George	
BUSINESS PHONE/FAX: 817-924-3385	
CONTRACT PERIOD:	SCOPE OF WORK: Mechanical

### REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME: John Cook & Associates	
ADDRESS/CITY/STATE/ZIP: 11705 Seagoville Rd, Balch Springs, TX 75180	
CONTACT NAME/TITLE: Kevin Cook	
BUSINESS PHONE/FAX: 972-826-7266	
CONTRACT PERIOD:	SCOPE OF WORK: Mechanical

### REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME: K & J General Contractors	
ADDRESS/CITY/STATE/ZIP: PO Box 161187, Fort Worth, TX 76161	
CONTACT NAME/TITLE: Jim Campell	
BUSINESS PHONE/FAX: 817-624-4897	
CONTRACT PERIOD:	SCOPE OF WORK: Mechanical

Initials: RLH

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

### OFFICE USE ONLY

Date Received

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

2]  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

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

4]

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

\_\_\_\_\_  
Date

Adapted 06/26/2007

Initials: RLH

070/000

PURCHASING

11/18/2010 14:56 FAX 817 568 6386



# HAWK Plumbing, Heating, and Air Conditioning, Inc.

8506 Spring St.  
Fort Worth, TX 76179  
TX State Board of Plumbing Examiners  
PLUMBING LICENSE # M-13546

Phone: (817) 236-8482  
Fax: (817) 236-5447  
1-512-458-2145  
A/C LICENSE # TACLB0092



## SCOPE OF WORK

DEC. 8, 2010

CLIENT: JOHNSON COUNTY PURCHASING

JOB NAME: JOHNSON COUNTY COURTHOUSE BURLESON, TX.

1. INSTALL NEW CONTROLS
2. DELIVER EQUIP TO JOBSITE
2. SET UP SCHEDULE W/OWNER TO TAKE OUT 10 OLD UNITS THAT WILL BE DONE ONE AT A TIME
3. TAKE OUT CEILING GRID, STORE ONSITE FOR REINSTALLATION AFTER NEW UNIT IS INSTALLED
4. TAKE DOWN OLD EQUIP OUT, REINSTALL NEW EQUIPMENT , REINSTALL CEILING ETC SHOULD TAKE 1 TO 2 DAYS PER UNIT
5. DELIVER WARRANTIES, MAINTENANCE MANUELS, CLEANUP & FINAL INSPECTIONS

I/We understand that by signing, and returning this proposal, this document becomes a binding legal contract between the party responsible payment and Hawk Plumbing, Heating and A/C Inc.

Thomas Munsch  
CONTRACTOR'S SIGNATURE  
(OR PARTY RESPONSIBLE FOR PAYMENT)

Dec. 8, 2010  
DATE

Thank you,  
Tom Munsch






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

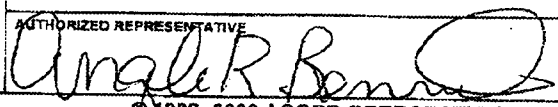
<b>PRODUCER</b> Will Reed State Farm Insurance 403 E Rock Island Ave Boyd, TX 76023 	<b>CONTACT NAME:</b> Will Reed <b>PHONE (A/C, No., Ext.):</b> 940-433-3033 <b>E-MAIL ADDRESS:</b> will.reed.raob@statefarm.com <b>PRODUCER CUSTOMER ID #:</b>		<b>FAX (A/C, No.):</b> 940-433-3066
	<b>INSURED</b> Hawk Plumbing Heating & AC 8506 Spring St. Fort Worth, TX 76179		
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> State Farm Fire and Casualty Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 26143 26143

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VOID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCC.JR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LCC		93-BQ-C153-5	03/14/2010	03/14/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		F30-0903-B0643k	02/06/2010	02/06/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		93-BQE-628-8	03/26/2010	03/26/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	TSF-0001212644	05/31/2010	05/31/2011	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RESIDENTIAL / COMMERCIAL ELECTRICAL

<b>CERTIFICATE HOLDER</b> JOHNSON COUNTY SUBCOURTHOUSE 247 NW JOHN JONES DR BURLESON TX 76028 P 817-295-6641	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



AC Replacements & Cont.  
RFP # 2011-406

A.C.

2011-406

**JOHNSON COUNTY**  
**REQUEST FOR PROPOSAL**  
**Cover Sheet**

**ORIGINAL**

**DATE DUE: DECEMBER 8, 2010**  
**NO LATER THAN 2:00 P.M.**

**BIDS RECEIVED LATER THAN THE**  
**DATE AND TIME ABOVE WILL NOT**  
**BE CONSIDERED**

**REQUEST FOR PROPOSAL AC UNIT REPLACEMENTS AND CONTROLS**  
**FOR JOHNSON COUNTY SUBCOURTHOUSE. RFP#2011-406**

**OFFERORS NOTE!!**

*Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples.*

*Please be sure that return envelope shows the BID Number, Description and is marked "SEALED BID OR SEALED PROPOSAL."*

**RETURN BID TO:**  
**PURCHASING DEPARTMENT**  
**1102 E. KILPATRICK STREET, SUITE B**  
**CLEBURNE, TX 76031**

**YOUR CONTACT FOR ALL QUESTIONS PERTAINING TO THIS REQUEST OR ADDITIONAL INFORMATION IS Purchasing Agent, Margaret Cook CPPB, 817-556-6384**  
*You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.*

Company Name: 3D Mechanical Service Company  
Company Address: Building 543 County Road 4106  
City, State, Zip Code: CRAWFORD TEXAS 75114  
Taxpayer Identification Number (T.I.N.): 571200428

Telephone No. 972-472-8469 FAX No. 972-472-8640

Print Name: James D. Baumgartner

Signature: James D. Baumgartner

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract.]

ACCEPTED \_\_\_\_\_ COMMISSIONER'S COURT

DATE ACCEPTED: \_\_\_\_\_

DECLINED \_\_\_\_\_

Attachment A  
Residence Certification

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that 3 D Mechanical Service Co. is a Resident Bidder of Texas as defined in  
[Company Name]  
Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in  
[Company Name]  
Government Code §2252.001 and our principal place of business is \_\_\_\_\_  
[City and State]

Initials: AA

**SPECIFICATIONS**  
**RFP #2011- 406**  
**AC UNIT REPLACEMENTS AND CONTROLS**

**Purpose:**

Johnson County Purchasing is requesting sealed proposals for Air Conditioning Unit Replacements and Controls for Johnson County Sub-Courthouse.

**REPLACEMENT UNITS:**

The specifications shall be equal to and/or better than and is not limited to the following;

- Vendor shall furnish all materials and labor for the removal of 10 (ten) old units.
- Old units will have to be removed one at a time with the new unit replaced. These are working offices and cannot be without air for a long period of time.
- New units shall be American made products.
- All (10) ten units shall be R-410A Lennox or equal to.
- (4) four units shall be three and a half ton
- (4) four units shall be five ton
- (2) two units shall be four ton

Vendor shall be responsible for the following;

- Provide Mechanical permit
- All necessary Freon line cleaning
- Any electrical that is necessary for this project
- Installation of any needed drain lines
- Provide any necessary sheet metal work
- All startup equipment
- Provide temporary HVAC if needed during removal/installation
- Disposal of all old equipment as per the Solid Waste Disposal Act of Texas
- Provide one year parts and labor warranty after the manufacturer's regular warranty.
- **OPTION:** Vendor provides more years of warranty on parts and labor after manufacturer's regular warranty.

Initials: 

**Control System:**

Vendor shall provide and install Reliable Controls Computer Control System (which is the brand name) for HVAC now being used at Johnson County and /or a system that will work with and communicate with Reliable Controls System.

Vendor shall be responsible for:

- Any sensors needed for the system to work efficiently
- Any wiring needed for system
- Programming and startup of system (Johnson County will provide the PC)
- One year regular warranty.
- Provide warranty for at least one year after manufacturer's warranty.
- The complete operation and installation shall be working to the standards of Johnson County.
- **OPTION:** Vendor to provide more than one year's warranty after the manufacturer's warranty.

Johnson County has acquired funding from a Federal Grant and therefore all rules and regulations shall apply.

**Vendors are requested to view the job site by contracting Robert Rudzavice at (682-459-6069) during normal business hours 8:00a.m. - 5:00 p.m.**

At no time during visits is cost or money to be discussed.

Project Quote shall be quoted as a "turnkey" job.

**Please provide in your proposal packet a SOW (Scope of Work) detailing how you plan to handle this project.**

All questions that are not clear in this proposal shall be directed to the Johnson County Purchasing Agent, Margaret Cook, at email address; [Margaret@johnsoncountytexas.org](mailto:Margaret@johnsoncountytexas.org).

Vendors shall include in this packet all licensing of personnel that will be working on this project.

Vendors shall provide (3) references of other projects similar to this one.

All contractors shall have worker's compensation insurance and provide a certificate to the Purchasing Agent (10) ten days before starting the job and/or project. Vendor may include certificate in this packet.

Initials: DAW

**Requirements and Additional Information:**

Bid proposals shall be submitted to the following address:

Johnson County Purchasing  
1102 E. Kilpatrick Suite B  
Cleburne, TX 76031

Bid proposals shall be delivered to the above address no later than DECEMBER 8, 2010 by 2:00 p.m. Any bid proposals received after the deadline shall be returned to respondent unopened.

Bid proposals shall be placed in a sealed envelope and marked;  
AC REPLACEMENTS & CONTROLS  
RFP#2011-406

Any questions or comments shall be directed to the Johnson County Purchasing Agent, Margaret A. Cook, CPPB at (817) 556-6382 or email [margaret@johnsoncountytexas.org](mailto:margaret@johnsoncountytexas.org).

Johnson County has the right to accept or reject any and all bids received and to waive any informalities of the bids received.

Each page of the entire proposal packet shall be initialed and the bottom of each page and returned. This proposal/bid serves as a contract unless advised otherwise.


Initials: 

BID QUOTE SHEET  
RFP#2011-406  
AC REPLACEMENT & CONTROLS

Having read and understanding the entire contents of this Bid, I submit the following Proposal Quote.

TURN KEY AMOUNT FOR ENTIRE PROJECT:	\$ 91,558.00
UNIT BRAND NAME TO BE USE:	Lennox.
CONTROL SYSTEM BRAND NAME TO BE USED:	Mack ProCom RC-Studio
WARRANTY INCLUDED FOR UNITS:	1 YR PARTS, 5 YR COMPRESSORS 10 YR Heat Exchanger
WARRANTY INCLUDED FOR CONTROL SYSTEM:	1 YR WARRANTY
WORKERS COMPENSATION CERTIFICATE INCLUDED:	NO, issued 10 days prior to work.
APPROXIMATE TIME TO COMPLETE PROJECT IF AWARDED:	18 days
DID YOU ENCLOSE A SOW (STATEMENT OF WORK)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

VENDOR/RESPONDENT INFORMATION:

NAME OF BUSINESS/INDIVIDUAL: 3D Mechanical Service Company  
ADDRESS FOR ABOVE: Building 543 County Road 4106  
CITY/STATE/ZIP: CRAWFORD Texas 75114  
TELEPHONE: 972 472 8469 FAX: 972-472-8040  
CELL #: 972-921-5903 EMAIL: dmurphy@3dmse  
NAME OF REPRESENTATIVE: Debbie A Murphy  
PRINT NAME  
SIGNATURE OF REPRESENTATIVE: 

YOUR SIGNATURE ATTESTES TO YOUR OFFER TO PROVIDE THE GOODS AND/OR SERVICES IN THIS BID ACCORDING TO THE PUBLISHED PROVISIONS OF THIS JOB. WHEN AN AWARD LETTER IS ISSUED, IT BECOMES A PART OF THIS CONTRACT

Initials: DA

**INSTRUCTIONS/TERMS OF CONTRACT:**

SUBMISSION OF PROPOSALS/BIDS; **three (3) complete sets** of all proposal/bid documents (original and two(2) copies) shall be sealed and submitted as offerer's response to:

Johnson County Purchasing  
Margaret Cook, CPPB, Purchasing Agent  
1102 E. Kilpatrick, Suite B  
Cleburne, Texas 76031

**Sealed proposals/bids shall be received no later than: 2:00 p.m. DECEMBER 8, 2010**  
**MARK ENVELOPE: AC REPLACEMENTS AND CONTROLS**

**LATE PROPOSALS:** Proposals/bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time or receipt.

**ALL PROPOSALS/BIDS MUST BE RECEIVED IN THE COUNTY PURCHASING DEPARTMENT BEFORE THE DESIGNATED DUE DATE AND TIME.**

**PROPOSAL/BID SHALL INCLUDE:** This RFP/ITB and all additional documents submitted. Each proposal/bid shall be place in a sealed envelope, with **each page manually signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the INVITATION. **FACSIMILE TRANSMITTALS OR ELECTRONIC PROPOSALS/BIDS SHALL NOT BE ACCEPTED.**

The enclosed Request for Proposal/Invitation to Bid and accompanying Specifications are for your convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates your time and effort in preparing this proposal/bid. Please note that all proposals/bids **must be in the hands of the County Purchasing Agent at the designated location no later than the deadline shown.** Proposals/bids received after the deadline **will not be considered** for the award of the contract, and shall be considered void and unacceptable. You are invited to attend.

If you do not wish to submit a proposal/bid at this time, but wish to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated for bidding. If a response is not received in the form of a "Proposal", "Bid" or "No Offer" you shall be removed from the vendor list. For your convenience, "No Offer's" are acceptable by fax. If you wish to be removed from the vendor list, or changed and/or added to the vendor list for another commodity, please let us know. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Phone, Fax and commodity and/or service provided.

Awards are usually made in the Regular Session of the Johnson County Commissioners Court, which follows the bid/proposal opening. Results will be sent to those who took their time to bid.

Initials: 



which follows the bid/proposal opening. Results will be sent to those who took their time to bid.

IT IS UNDERSTOOD that the Commissioners Court of Johnson County, Texas reserves the right to reject any or all proposals/bids as it shall deem to be in the best interests of Johnson County. Receipt of any proposal/bid shall under no circumstances obligate Johnson County to accept the lowest dollar proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

**FUNDING:** Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

**ALTERING PROPOSALS:** Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL/BID:** A proposal/bid may not be withdrawn or canceled by the offerer without the permission of the county for a period of ninety (90) days following the date designated for the opening of proposals/bids, and offerer so agrees upon submittal of their proposal/bid. Proposals/bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

**PROPOSALS WILL BE** received and publicly acknowledged at the location, date and time stated in this specification. Offer's, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiations. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

**PERMITS:** All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the offerer and shall be a part of the proposal.

**SALES TAX:** Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal/bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

**CONTRACT:** This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by Johnson County, shall constitute a contract equally binding between the successful offerer and Johnson County. No different or additional terms will become a part of the contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the Johnson County Purchasing Department and then submitted to the Johnson County Commissioners Court for approval. No item, service, etc. on change orders shall be

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acted upon before it has been approved and recorded by the Johnson County Commissioner's Court.

**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. **CHAPTER 176 OF THE LOCAL GOVERNMENT Code REQUIRES THE FILING OF CONFLICT OF INTEREST QUESTIONNAIRES BY CERTAIN INDIVIDUALS AND BUSINESSES. SEE THE ATTACHED CONFLICT OF INTEREST DISCLOSURE INFORMATION.**

**ETHICS:** The offerer shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official or agent of Johnson County.

**EXCEPTION/SUBSTITUTIONS:** All proposals/bids meeting the intent of this request for proposal will be considered for negotiations. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. If offering other than specification, offerer must certify article offered is equivalent to specifications. When offering other than specified brand, offerer shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible for performing in strict accordance with the specifications of the RFP/ITB. Johnson County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**DESCRIPTIONS:** Whenever an article or material is defined or used in the RFP/ITB 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. Proposals/Bid must be submitted on units of quantity specified, extend, and show total. In the event of discrepancies in extension, the unit prices shall govern.

**ADDENDUM:** Any interpretations, corrections or changes to this RFP/ITB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court and Purchasing Department. Addendum will be mailed or faxed to all that are known to have received a copy of the RFP/ITB. Offerers shall acknowledge receipt of all addendum.

**PROPOSAL MUST COMPLY** with all federal, state, county and local laws concerning the type of article and/or service being offered.

**DESIGN, STRENGTH, QUALITY** of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

**ALL HARDWARE, OR ANY OTHER ITEM** offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE offerers:** A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

Initials: 

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine offerer's ability to meet the minimum standards listed above.

**FACTORS IN AWARD:** Proposals/Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the bidder's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the bidder whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible bidder who submits the lowest and/or best bid.

**REFERENCES:** Johnson County requests offerer to submit, with this RFP/ITB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the proposal offerer to perform under the contract being bid. Proposal/Bid offerer is also requested to supply a complete list of customers from January 2003 to current that he has performed the same or similar service he is offering as part of this RFP. **REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

**OFFERER SHALL PROVIDE** with this proposal/bid response, all documentation required by this RFP/ITB. Failure to provide this information may result in rejection of proposal/bid.

**SUCCESSFUL OFFERER SHALL** defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, employee subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offerer shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best offerer as it deems to be in the best interest of the County.

**TERMINATION FOR DEFAULT:** Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in

Initials: DA

the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful offerer fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

**REPRESENTATIVE SUBMITTING OFFER:** affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other bidder, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

**PATENTS/COPYRIGHTS:** The successful offerer agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court & affected Johnson County Departments and the successful offerer. Unless directly outlined in this specification the offerer shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP through out the proposal 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. Vendors 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.

**TESTING:** Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

**PURCHASE ORDER:** Johnson County shall generate a purchase order(s) to the successful offerer(s). The purchase order number must appear on all itemized invoices and packing slips. Johnson County will not be held responsible for any orders placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) Name and address of successful offerer, (b) Name and address of receiving

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department and/or location, (c) Johnson County purchase order number, and (d) descriptive information of the materials shipped, including item numbers, serial numbers, quantities, number of containers and package numbers, if any. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order and shall be directed to the Department of Johnson County who placed the order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful offerer(s) is required to pay subcontractors within ten (10) days. The Johnson County Commissioners' Court meet in Regular Session every second and fourth Mondays of each month. On the fourth Monday, invoices are approved for payment. To meet that month's billing cycle, INVOICES ARE TO BE IN THE HANDS OF THE DEPARTMENT PLACING THE ORDER no later than 12:00 Noon on the Monday prior to the fourth Monday of the month. Late Invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted. In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/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 offerer 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.

WARRANTY: Successful offerer shall warrant that all equipment/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.

REMEDIES: The successful offerer and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful offerer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

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.

ANY QUESTIONS relating to this Request for Proposal and Specification shall be directed to Margaret Cook, CPPB, Purchasing Agent, 817-556-6384.

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THIS ENTIRE PROPOSAL /BID PACKET SERVES AS OUR CONTRACT UNLESS OTHERWISE ADVISED.

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## GENERAL TERMS AND CONDITIONS

1. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT price shall govern. Bids subjected to unlimited price increase will not be considered or if considered the provision for unlimited price increase is void and the initial price shall be the maximum price.
2. Bids **MUST** give full company name and address of the bidder. Failure to manually sign bid will disqualify bid. Person signing should **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**.
3. **BID SECURITY AND PERFORMANCE BOND.** The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in Bid Specifications.
4. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive –**NOT** restrictive it is used only to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specification, bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference date, he will be required to furnish brand names, numbers, etc. as specified.
5. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request at his request. Each sample should be marked with bidder's name, address, and County bid number. **DO NO ENCLOSE OR ATTACH SAMPLE TO BID.**
6. **DELIVER:** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure o meet delivery promises without valid reason may cause removal from bidder list.
7. **TITLE & RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and take possession of the goods at the point or points of delivery.
8. If delay is foreseen, contractor shall give written notice to Purchasing Agent. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
9. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless other wised indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Initials: 

10. Written and verbal inquiries pertaining to bids must give Bid Number and Commodity.
11. **NO** substitutions or cancellations permitted without written approval of Purchasing Agent.
12. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities and award to the lowest responsible bidder. Johnson County reserves the right to award by item or by total bid. Prices should be itemized.
13. **LOWEST AND BEST BID** – All bids will be awarded to the lowest and best bidder. The determination of the lowest and best bid by the Commissioners' Court may involve all or some of the following factors: price, conformity to specifications, financial responsibility to meet the contract, previous performance, facilities and equipment, availability of repair parts, response to service needs, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objectives and accountable factors which are reasonable.
14. **DISCOUNTS** – Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.
15. **DELIVERY** shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. , unless prior approval for late delivery has been obtained from Purchasing Agent.
16. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations.
17. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.
18. **FEDERAL, STATE, LOCAL LAWS** – All bidders will comply with all Federal, State and local laws relative to conducting business in Johnson County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
19. **INDEMNITY** – The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Johnson County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
20. Acceptance of and final payment for the item will be contingent upon unsatisfactory performance of the product received by Johnson County.
21. **INVOICES & PAYMENTS** – Successful Bidder shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Johnson County, Auditor's Office, 2 N. Main, Cleburne, Texas 76903. Payments shall not be due until the above instruments are submitted after delivery.
22. **BUYERS OBLIGATION** is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

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23. Attention is called to Texas Local Government Code Chapter 154.045 stating that no money shall be paid to any person firm or corporation who is in arrears to Johnson County for taxes.
24. **AWARD:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
25. **VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
26. It is expressly understood and agreed that in case Johnson County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Johnson County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Johnson County reserves the right to seek another vendor, if any time, vendor's prices do not conform to public pricing.
27. **WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on order by other for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
28. **WARRANTY – PRODUCT:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
29. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, corrections made by Buyer will be at Seller's expense.
30. Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
31. **MINORITY BUSINESS CLAUSE –** Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.
32. **AFFIRMATIVE ACTION PROGRAM –** Johnson County does have an Affirmative Action Program in connection with Equal Employment Opportunity. It is recommended that those bidders who have not initiated an Affirmative Action Program give consideration toward pursuing such a program.

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## **INSURANCE AND BOND REQUIREMENTS – (If applies)**

Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work thereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor. The County, all public officials, employees, and volunteers shall be named as additional insureds. **Proof of Workers' Compensation and Liability Insurance shall be provided with bid response.**

### **A. Minimum Limits of Insurance:**

#### **1. Comprehensive General Liability, to include contractual liability:**

Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

1a. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A

1b. Excess Liability (Umbrella): N/A

#### **2. Automobile Liability:**

Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

#### **3. Worker's Compensation**

Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

### **B. Other Insurance Provisions:**

#### **1. All Coverages**

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty(30) days prior notice by certified mail, return receipt requested, has been given to County.

### **C. Acceptability of Insurers:**

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

### **D. Verification of Coverage:**

Contractor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the bid is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

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**IF APPLICABLE**, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 of the Texas Local Government Code, if the contract contemplated by this request for bids in for the construction of public works, or will be under a contract exceeding \$100,000.00, Johnson County may require the bidder to execute a good and sufficient bid bond in the amount of five percent (5%) of the amount bid. 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. Within 10 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County, the successful bidder shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$50,000.00. Such 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 (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160, if the amount of the contract awarded to the successful bidder exceeds \$25,000.00, then said successful bidder shall execute a payment bond in the amount of the contract, solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, for the use of each such claimant.

**IF APPLICABLE**, no Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$25,000.00, no bond shall be required of the successful bidder.

Initials: MA

## 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 proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

### REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME: First Tennessee Bank	
ADDRESS/CITY/STATE/ZIP: 4000 Horizon Way, Irving, TX. 75163	
CONTACT NAME/TITLE: Roy Ferguson / Head of Security and Facility Manager	
BUSINESS PHONE/FAX: 214-441-4056      214-441-4096	
CONTRACT PERIOD: 2004 - Present	SCOPE OF WORK: All HVAC & Plumbing maint. install construction

### REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME: Sealy Corp.	
ADDRESS/CITY/STATE/ZIP: 8401 N. Central Express Ste 50 Dallas TX 75225	
CONTACT NAME/TITLE: GINNY Goldsmith - Property Manager	
BUSINESS PHONE/FAX: 214-692-9600      214-692-9630	
CONTRACT PERIOD: 2007 - Present	SCOPE OF WORK: All HVAC & Plumbing maint. install construction

### REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME: Tarrant Regional Water District	
ADDRESS/CITY/STATE/ZIP: 6613 Ashby Lane	
CONTACT NAME/TITLE: Jonathan Skinner -	
BUSINESS PHONE/FAX: 817-688-5527      903-432-3355	
CONTRACT PERIOD: 2007 - Present	SCOPE OF WORK: All HVAC maint and install

Initials: DA

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

N/A

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

### OFFICE USE ONLY

Date Received

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

2]  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

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

4]

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

\_\_\_\_\_  
Date

Adopted 06/29/2007

Initials:



# MECHANICAL / SERVICE CO. INC.

PHONE 1-972/ 472-8469 FAX 1-972/ 472-8640  
PLUMBING M-14278 AC TACLA023859E

December 8, 2010

Attn: Johnson County Purchasing

Ref: AC replacements & Controls

Subj: HVAC Quote

Dear Purchasing Agent :

We are pleased to provide for your evaluation our Plumbing proposal for the above referenced project. We have included all necessary materials, labor, equipment, supervision and standard 3D M/SC, Inc Insurance to perform the following specific scope of work.

- Provide and install (4) 3.5 ton Lennox Heat pump Split system
- Provide and install (2) 4 ton Lennox Heat pump Split system
- Provide and install (4) 5 Ton Lennox Heat pump Split System
- Provide and install Controls for above listed equipment
- Remove (10) Existing units and dispose of properly
- Provide start up of new equipment

We can perform the above scope of work with our listed exclusions for the lump sum total of: \$91,558.00

Work to be performed in the following sequence:

For each New Split system

- Receive New AC equipment
- Schedule crane to set (10) Condensing units on roof
- Controls work to begin.
- Remove Freon from (1) condensing unit
- Remove ceiling at Air handler associated with above condensing unit
- Disconnect services from split system (including but not limited too electrical, condensate, freon lines and controls)
- Remove Air handler
- Install new air handler
- Clean line Sets
- Install new condensing unit
- Reconnect services to split system
- Nitrogen charge refrigerant circuit for leaks
- Pull vacuum of refrigerant circuit
- Provide temporary control of unit
- Provide start up of split system
- Reinstall ceiling

After all (10) Ac units installed:  
Controls sync and completed  
Remove (10) demo'd condensing units from roof

**Exclusions:**

- Sales tax
- Meters, taps or fees associated with
- Electric work of any kind
- Painting work of any kind
- Roof work of any kind
- Storm piping and drains, overflows, downspouts, nozzles, gutters and UG piping not specifically listed above
- Structural Work of any kind
- Concrete work of any kind including saw cut, coring, housekeeping pads not specifically listed above
- X-ray of slab and foundation
- Shop and engineered drawings
- Vacuum clean any ductwork
- Finishes of any kind
- Fire protection work of any kind
- Engineering or staking

The above quote is good for thirty days after which it may be subject to reevaluation. If you should have any questions in regard to the above quote, please feel free to give us a call. We appreciate the opportunity to quote the above project and look forward to working with you on this project.

Sincerely,  
3D Mechanical / Service Co. Inc.  
Debbie A. Murphy



**STATE OF TEXAS**

DANNY K BAUMGARTNER

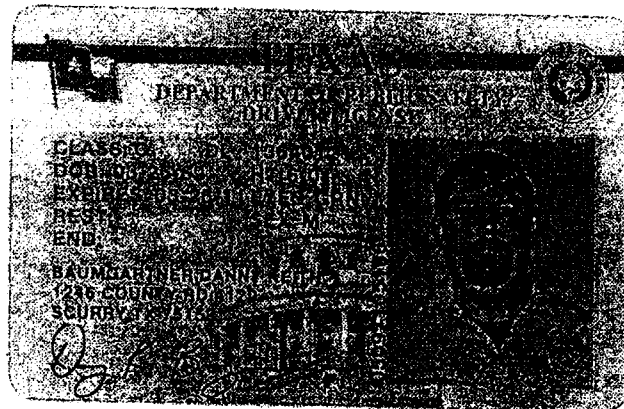
AIR CONDITIONING &  
REFRIGERATION CONTRACTOR

3D MECHANICAL/SERVICE CO INC

LIC.# TACLA23859E  
EXPIRES 04/30/2011



**TEXAS DEPARTMENT OF LICENSING AND REGULATION**



**TEXAS**

DEPARTMENT OF PUBLIC SAFETY  
DRIVER LICENSE

CLASS: C DL: 02694427  
DOB: 05-20-57 HT: 6-00  
EXPIRES: 05-20-14 EYES: GRN  
REST: SEX: M  
END:



BAUMGARTNER, JAMES DWAYNE  
11202 CR 4037B  
KEMP TX 75143

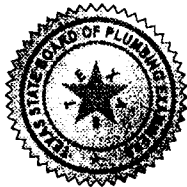
*James Dwayne Baumgartner*

**TEXAS STATE BOARD OF PLUMBING EXAMINERS**

AUSTIN, TEXAS  
BE IT KNOWN THAT

**JAMES DWAYNE BAUMGARTNER**  
**MASTER**  
**MED GAS-12**

LICENSE NO.  
**M-14278**



D.O.B.  
**05/20/1957**  
EXPIRES  
**08/31/2011**

IS HEREBY LICENSED IN ACCORDANCE WITH CHAPTER 1301 OCC. CODE

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE 3D Mechanical/Service Co., Inc.

P.O. Box 501, Kaufman, TX 75142

as Principal, hereinafter called the Principal, and SureTec Insurance Company

5741 Legacy Dr., Suite 210, Plano, TX 75024

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto Johnson County Purchasing

1102 E Kilpatrick Suite B, Cleburne, TX 76031

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% G.A.B.--- ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for AC Replacements & Controls, RFP #2011-406

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of December, 2010

3D Mechanical/Service Co., Inc.

(Principal)

(Seal)

(Witness)

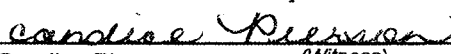
By: 

(Title)

SureTec Insurance Company

(Surety)

(Seal)

  
Candice Pierson (Witness)

By: 

Attorney-in-Fact

Jennifer J. Clark

(Title)

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
5000 Plaza on the Lake, Suite 290  
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William D. Baldwin, Brady K. Cox, Michael B. Hill, Brent Baldwin, Brock Baldwin, Jennifer J. Clark

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

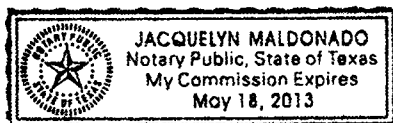
SURETEC INSURANCE COMPANY

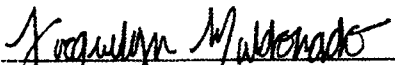
By:   
John Knox Jr., President



State of Texas                    ss:  
County of Harris

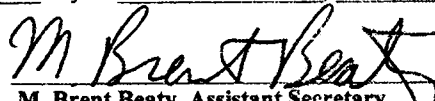
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 8th day of December, 2010, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

ECKER MECHANICAL  
OFFICE BOX 53  
L, TEXAS 75106-0053

JOHNSON COUNTY  
PURCHASING DEPARTMENT  
1102 E. KILPATRICK STREET, SUITE B  
CLEBURNE, TEXAS 76031

DEC 8 10 11 24

*Handwritten initials*

PROPOSAL

**JOHNSON COUNTY**  
**REQUEST FOR PROPOSAL**  
**Cover Sheet**

**DATE DUE: DECEMER 8, 2010**  
**NO LATER THAN 2:00 P.M.**

**ORIGINAL**

**BIDS RECEIVED LATER THAN THE**  
**DATE AND TIME ABOVE WILL NOT**  
**BE CONSIDERED**

**REQUEST FOR PROPOSAL AC UNIT REPLACEMENTS AND CONTROLS**  
**FOR JOHNSON COUNTY SUBCOURTHOUSE. RFP#2011-406**

**OFFERORS NOTE!!**

*Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples.*

*Please be sure that return envelope shows the BID Number, Description and is marked "SEALED BID OR SEALED PROPOSAL."*

RETURN BID TO:  
PURCHASING DEPARTMENT  
1102 E. KILPATRICK STREET, SUITE B  
CLEBURNE, TX 76031

YOUR CONTACT FOR ALL QUESTIONS PERTAINING TO THIS REQUEST OR ADDITIONAL INFORMATION IS Purchasing Agent, Margaret Cook CPPB, 817-556-6384

*You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.*

Company Name: DMI Corp., Decker Mechanical  
Company Address: 1002 KCK Way  
City, State, Zip Code: Cedar Hill, TX 75104  
Taxpayer Identification Number (T.I.N.): 75-2499780

Telephone No. 972-291-9907 FAX No. 972-293-1068

Print Name: Wade Decker, President

Signature: 

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract.]

ACCEPTED COMMISSIONER'S COURT

DATE ACCEPTED:

DECLINED

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that DMI Corp., Decker Mechanical is a Resident Bidder of Texas as defined in  
[Company Name]  
Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in  
[Company Name]  
Government Code §2252.001 and our principal place of business is \_\_\_\_\_  
[City and State]

Initials: WED



**SPECIFICATIONS**  
**RFP #2011- 406**  
**AC UNIT REPLACEMENTS AND CONTROLS**

**Purpose:**

Johnson County Purchasing is requesting sealed proposals for Air Conditioning Unit Replacements and Controls for Johnson County Sub-Courthouse.

**REPLACEMENT UNITS:**

The specifications shall be equal to and/or better than and is not limited to the following;

- Vendor shall furnish all materials and labor for the removal of 10 (ten) old units.
- Old units will have to be removed one at a time with the new unit replaced. These are working offices and cannot be without air for a long period of time.
- New units shall be American made products.
- All (10) ten units shall be R-410A Lennox or equal to.
- (4) four units shall be three and a half ton
- (4) four units shall be five ton
- (2) two units shall be four ton

Vendor shall be responsible for the following;

- Provide Mechanical permit
- All necessary Freon line cleaning
- Any electrical that is necessary for this project
- Installation of any needed drain lines
- Provide any necessary sheet metal work
- All startup equipment
- Provide temporary HVAC if needed during removal/installation
- Disposal of all old equipment as per the Solid Waste Disposal Act of Texas
- Provide one year parts and labor warranty after the manufacturer's regular warranty.
- **OPTION:** Vendor provides more years of warranty on parts and labor after manufacturer's regular warranty.

Initials: WRD

**Control System:**

Vendor shall provide and install Reliable Controls Computer Control System (which is the brand name) for HVAC now being used at Johnson County and /or a system that will work with and communicate with Reliable Controls System.

Vendor shall be responsible for:

- Any sensors needed for the system to work efficiently
- Any wiring needed for system
- Programming and startup of system (Johnson County will provide the PC)
- One year regular warranty.
- Provide warranty for at least one year after manufacturer's warranty.
- The complete operation and installation shall be working to the standards of Johnson County.
- **OPTION:** Vendor to provide more than one year's warranty after the manufacturer's warranty.

Johnson County has acquired funding from a Federal Grant and therefore all rules and regulations shall apply.

**Vendors are requested to view the job site by contracting Robert Rudzavice at (682-459-6069) during normal business hours 8:00a.m. - 5:00 p.m.**

At no time during visits is cost or money to be discussed.

Project Quote shall be quoted as a "turnkey" job.

**Please provide in your proposal packet a SOW (Scope of Work) detailing how you plan to handle this project.**

All questions that are not clear in this proposal shall be directed to the Johnson County Purchasing Agent, Margaret Cook, at email address; [Margaret@johnsoncountytexas.org](mailto:Margaret@johnsoncountytexas.org).

Vendors shall include in this packet all licensing of personnel that will be working on this project.

Vendors shall provide (3) references of other projects similar to this one.

All contractors shall have worker's compensation insurance and provide a certificate to the Purchasing Agent (10) ten days before starting the job and/or project. Vendor may include certificate in this packet.

Initials: NBD

**Requirements and Additional Information:**

Bid proposals shall be submitted to the following address:

Johnson County Purchasing  
1102 E. Kilpatrick Suite B  
Cleburne, TX 76031

Bid proposals shall be delivered to the above address no later than DECEMBER 8, 2010 by 2:00 p.m. Any bid proposals received after the deadline shall be returned to respondent unopened.

Bid proposals shall be placed in a sealed envelope and marked;  
AC REPLACEMENTS & CONTROLS  
RFP#2011-406

Any questions or comments shall be directed to the Johnson County Purchasing Agent, Margaret A. Cook, CPPB at (817) 556-6382 or email [margaret@johnsoncountytexas.org](mailto:margaret@johnsoncountytexas.org).

Johnson County has the right to accept or reject any and all bids received and to waive any informalities of the bids received.

Each page of the entire proposal packet shall be initialed and the bottom of each page and returned. This proposal/bid serves as a contract unless advised otherwise.

Initials: WED

BID QUOTE SHEET  
RFP#2011-406  
AC REPLACEMENT & CONTROLS

Having read and understanding the entire contents of this Bid, I submit the following Proposal Quote.

TURN KEY AMOUNT FOR ENTIRE PROJECT:	\$94,173.00
UNIT BRAND NAME TO BE USE:	CARRIER
CONTROL SYSTEM BRAND NAME TO BE USED:	RELIABLE
WARRANTY INCLUDED FOR UNITS :	1
WARRANTY INCLUDED FOR CONTROL SYSTEM:	1
WORKERS COMPENSATION CERTIFICATE INCLUDED:	YES
APPROXIMATE TIME TO COMPLETE PROJECT IF AWARDED:	60 DAYS BASED ON EQUIPMENT DELIVERY TIME
DID YOU ENCLOSE A SOW (STATEMENT OF WORK)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

VENDOR/RESPONDENT INFORMATION:

NAME OF BUSINESS/INDIVIDUAL: DMI Corp., Decker Mechanical

ADDRESS FOR ABOVE: 1002 KCK Way

CITY/STATE/ZIP: Cedar Hill, TX 75104

TELEPHONE: 972-291-9907 FAX: 972-293-1068

CELL #: \_\_\_\_\_ EMAIL: wdecker@deckermechanical.com

NAME OF REPRESENTATIVE: Wade Decker, President  
PRINT NAME

SIGNATURE OF REPRESENTATIVE: 

YOUR SIGNATURE ATTESTES TO YOUR OFFER TO PROVIDE THE GOODS AND/OR SERVICES IN THIS BID ACCORDING TO THE PUBLISHED PROVISIONS OF THIS JOB. WHEN AN AWARD LETTER IS ISSUED, IT BECOMES A PART OF THIS CONTRACT

Initials: WDD

**INSTRUCTIONS/TERMS OF CONTRACT:**

SUBMISSION OF PROPOSALS/BIDS; **three (3) complete sets** of all proposal/bid documents (original and two(2) copies) shall be sealed and submitted as offerer's response to:

Johnson County Purchasing  
Margaret Cook, CPPB, Purchasing Agent  
1102 E. Kilpatrick, Suite B  
Cleburne, Texas 76031

**Sealed proposals/bids shall be received no later than: 2:00 p.m. DECEMBER 8, 2010  
MARK ENVELOPE: AC REPLACEMENTS AND CONTROLS**

LATE PROPOSALS: Proposals/bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time or receipt.

**ALL PROPOSALS/BIDS MUST BE RECEIVED IN THE COUNTY PURCHASING DEPARTMENT BEFORE THE DESIGNATED DUE DATE AND TIME.**

PROPOSAL/BID SHALL INCLUDE: This RFP/ITB and all additional documents submitted. Each proposal/bid shall be placed in a sealed envelope, with **each page manually signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the INVITATION. FACSIMILE TRANSMITTALS OR ELECTRONIC PROPOSALS/BIDS SHALL NOT BE ACCEPTED.

The enclosed Request for Proposal/Invitation to Bid and accompanying Specifications are for your convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates your time and effort in preparing this proposal/bid. Please note that all proposals/bids **must be in the hands of the County Purchasing Agent at the designated location no later than the deadline shown.** Proposals/bids received after the deadline **will not be considered** for the award of the contract, and shall be considered void and unacceptable. You are invited to attend.

If you do not wish to submit a proposal/bid at this time, but wish to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated for bidding. If a response is not received in the form of a "Proposal", "Bid" or "No Offer" you shall be removed from the vendor list. For your convenience, "No Offer's" are acceptable by fax. If you wish to be removed from the vendor list, or changed and/or added to the vendor list for another commodity, please let us know. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Phone, Fax and commodity and/or service provided.

Awards are usually made in the Regular Session of the Johnson County Commissioners Court,

Initials: WBD

which follows the bid/proposal opening. Results will be sent to those who took their time to bid.

IT IS UNDERSTOOD that the Commissioners Court of Johnson County, Texas reserves the right to reject any or all proposals/bids as it shall deem to be in the best interests of Johnson County. Receipt of any proposal/bid shall under no circumstances obligate Johnson County to accept the lowest dollar proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals. Johnson County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL/BID: A proposal/bid may not be withdrawn or canceled by the offerer without the permission of the county for a period of ninety (90) days following the date designated for the opening of proposals/bids, and offerer so agrees upon submittal of their proposal/bid. Proposals/bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated in this specification. Offer's, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiations. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the offerer and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal/bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by Johnson County, shall constitute a contract equally binding between the successful offerer and Johnson County. No different or additional terms will become a part of the contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the Johnson County Purchasing Department and then submitted to the Johnson County Commissioners Court for approval. No item, service, etc. on change orders shall be

Initials: NBD

acted upon before it has been approved and recorded by the Johnson County Commissioner's Court.

**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. **CHAPTER 176 OF THE LOCAL GOVERNMENT Code REQUIRES THE FILING OF CONFLICT OF INTEREST QUESTIONNAIRES BY CERTAIN INDIVIDUALS AND BUSINESSES. SEE THE ATTACHED CONFLICT OF INTEREST DISCLOSURE INFORMATION.**

**ETHICS:** The offerer shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official or agent of Johnson County.

**EXCEPTION/SUBSTITUTIONS:** All proposals/bids meeting the intent of this request for proposal will be considered for negotiations. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. If offering other than specification, offerer must certify article offered is equivalent to specifications. When offering other than specified brand, offerer shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible for performing in strict accordance with the specifications of the RFP/ITB. Johnson County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**DESCRIPTIONS:** Whenever an article or material is defined or used in the RFP/ITB 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. Proposals/Bid must be submitted on units of quantity specified, extend, and show total. In the event of discrepancies in extension, the unit prices shall govern.

**ADDENDUM:** Any interpretations, corrections or changes to this RFP/ITB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court and Purchasing Department. Addendum will be mailed or faxed to all that are known to have received a copy of the RFP/ITB. Offerers shall acknowledge receipt of all addendum.

**PROPOSAL MUST COMPLY** with all federal, state, county and local laws concerning the type of article and/or service being offered.

**DESIGN, STRENGTH, QUALITY** of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

**ALL HARDWARE, OR ANY OTHER ITEM** offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE offerers:** A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

Initials: WBD

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Johnson County may request representation and other information sufficient to determine offerer's ability to meet the minimum standards listed above.

**FACTORS IN AWARD:** Proposals/Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the bidder's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the bidder whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible bidder who submits the lowest and/or best bid.

**REFERENCES:** Johnson County requests offerer to submit, with this RFP/ITB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the proposal offerer to perform under the contract being bid. Proposal/Bid offerer is also requested to supply a complete list of customers from January 2003 to current that he has performed the same or similar service he is offering as part of this RFP. **REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

OFFERER SHALL PROVIDE with this proposal/bid response, all documentation required by this RFP/ITB. Failure to provide this information may result in rejection of proposal/bid.

SUCCESSFUL OFFERER SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, employee subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offerer shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best offerer as it deems to be in the best interest of the County.

**TERMINATION FOR DEFAULT:** Johnson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in

Initials: WAD



the event of breach or default of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful offerer fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

**REPRESENTATIVE SUBMITTING OFFER:** affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other bidder, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

**PATENTS/COPYRIGHTS:** The successful offerer agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court & affected Johnson County Departments and the successful offerer. Unless directly outlined in this specification the offerer shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP through out the proposal 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. Vendors 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.

**TESTING:** Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

**PURCHASE ORDER:** Johnson County shall generate a purchase order(s) to the successful offerer(s). The purchase order number must appear on all itemized invoices and packing slips. Johnson County will not be held responsible for any orders placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) Name and address of successful offerer, (b) Name and address of receiving

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department and/or location, (c) Johnson County purchase order number, and (d) descriptive information of the materials shipped, including item numbers, serial numbers, quantities, number of containers and package numbers, if any. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order and shall be **directed to the Department of Johnson County who placed the order.**

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful offerer(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Mondays of each month. On the fourth Monday, invoices are approved for payment. To meet that month's billing cycle, INVOICES ARE TO BE IN THE HANDS OF THE DEPARTMENT PLACING THE ORDER no later than 12:00 Noon on the Monday prior to the fourth Monday of the month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/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 offerer 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.

WARRANTY: Successful offerer shall warrant that all equipment/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.

REMEDIES: The successful offerer and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful offerer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Johnson County.

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.

ANY QUESTIONS relating to this Request for Proposal and Specification shall be directed to Margaret Cook, CPPB, Purchasing Agent, 817-556-6384.

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THIS ENTIRE PROPOSAL /BID PACKET SERVES AS OUR CONTRACT UNLESS OTHERWISE ADVISED.

Initials: WBD

## GENERAL TERMS AND CONDITIONS

1. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT price shall govern. Bids subjected to unlimited price increase will not be considered or if considered the provision for unlimited price increase is void and the initial price shall be the maximum price.
2. Bids **MUST** give full company name and address of the bidder. Failure to manually sign bid will disqualify bid. Person signing should **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**.
3. **BID SECURITY AND PERFORMANCE BOND.** The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in Bid Specifications.
4. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive –**NOT** restrictive it is used only to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specification, bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference date, he will be required to furnish brand names, numbers, etc. as specified.
5. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request at his request. Each sample should be marked with bidder's name, address, and County bid number. **DO NO ENCLOSE OR ATTACH SAMPLE TO BID.**
6. **DELIVER:** Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure o meet delivery promises without valid reason may cause removal from bidder list.
7. **TITLE & RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and take possession of the goods at the point or points of delivery.
8. If delay is foreseen, contractor shall give written notice to Purchasing Agent. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
9. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless other wised indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

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10. Written and verbal inquiries pertaining to bids must give Bid Number and Commodity.
11. **NO** substitutions or cancellations permitted without written approval of Purchasing Agent.
12. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities and award to the lowest responsible bidder. Johnson County reserves the right to award by item or by total bid. Prices should be itemized.
13. **LOWEST AND BEST BID** – All bids will be awarded to the lowest and best bidder. The determination of the lowest and best bid by the Commissioners' Court may involve all or some of the following factors: price, conformity to specifications, financial responsibility to meet the contract, previous performance, facilities and equipment, availability of repair parts, response to service needs, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objectives and accountable factors which are reasonable.
14. **DISCOUNTS** – Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.
15. **DELIVERY** shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. , unless prior approval for late delivery has been obtained from Purchasing Agent.
16. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations.
17. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.
18. **FEDERAL, STATE, LOCAL LAWS** – All bidders will comply with all Federal, State and local laws relative to conducting business in Johnson County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
19. **INDEMNITY** – The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Johnson County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
20. Acceptance of and final payment for the item will be contingent upon unsatisfactory performance of the product received by Johnson County.
21. **INVOICES & PAYMENTS** – Successful Bidder shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Johnson County, Auditor's Office, 2 N. Main, Cleburne, Texas 76903. Payments shall not be due until the above instruments are submitted after delivery.
22. **BUYERS OBLIGATION** is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

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23. Attention is called to Texas Local Government Code Chapter 154.045 stating that no money shall be paid to any person firm or corporation who is in arrears to Johnson County for taxes.
24. **AWARD:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
25. **VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
26. It is expressly understood and agreed that in case Johnson County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Johnson County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Johnson County reserves the right to seek another vendor, if any time, vendor's prices do not conform to public pricing.
27. **WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on order by other for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
28. **WARRANTY – PRODUCT:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.
29. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, corrections made by Buyer will be at Seller's expense.
30. Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
31. **MINORITY BUSINESS CLAUSE –** Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.
32. **AFFIRMATIVE ACTION PROGRAM –** Johnson County does have an Affirmative Action Program in connection with Equal Employment Opportunity. It is recommended that those bidders who

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have not initiated an Affirmative Action Program give consideration toward pursuing such a program.

- 33.ASSIGNMENT:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.
- 34.RIGHT TO ASSURANCE:** Whenever on 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 that a demand is made and no assurance is given with five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 35.VENUE:** Both parties agree that the venue for litigation arising from this contract shall lie in Cleburne, Johnson County, Texas.
- 36.PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressively implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.
- 37.OTHER REMEDIES:** In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

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## **INSURANCE AND BOND REQUIREMENTS – (If applies)**

Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work thereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor. The County, all public officials, employees, and volunteers shall be named as additional insureds. **Proof of Workers' Compensation and Liability Insurance shall be provided with bid response.**

### **A. Minimum Limits of Insurance:**

#### 1. Comprehensive General Liability, to include contractual liability:

Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

1a. Underground Explosion and Collapse of buildings and damage to underground utilities: N/A

1b. Excess Liability (Umbrella): N/A

#### 2. Automobile Liability:

Minimum each person:

Bodily Injury	\$ 500,000
Each Occurrence	\$1,000,000
Property Damage	\$ 500,000

#### 3. Worker's Compensation

Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

### **B. Other Insurance Provisions:**

#### 1. All Coverages

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty(30) days prior notice by certified mail, return receipt requested, has been given to County.

### **C. Acceptability of Insurers:**

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

### **D. Verification of Coverage:**

Contractor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the bid is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

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**IF APPLICABLE**, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 of the Texas Local Government Code, if the contract contemplated by this request for bids in for the construction of public works, or will be under a contract exceeding \$100,000.00, Johnson County may require the bidder to execute a good and sufficient bid bond in the amount of five percent (5%) of the amount bid. 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. Within 10 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County, the successful bidder shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$50,000.00. Such 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 (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160, if the amount of the contract awarded to the successful bidder exceeds \$25,000.00, then said successful bidder shall execute a payment bond in the amount of the contract, solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, for the use of each such claimant.

**IF APPLICABLE**, no Bond shall be required. In the event that the resulting contract or purchase order does not exceed \$25,000.00, no bond shall be required of the successful bidder.

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## 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 proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

### REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME: Richardson ISD	
ADDRESS/CITY/STATE/ZIP: 400 S. Greenville Ave., Richardson, TX 75081	
CONTACT NAME/TITLE: Scott McKie	
BUSINESS PHONE/FAX: 469-593-0030	
CONTRACT PERIOD: Ongoing	SCOPE OF WORK: Various

### REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME: Texas Department of State Health Services	
ADDRESS/CITY/STATE/ZIP: 6515 Kemp Blvd., Wichita Falls, TX 76308	
CONTACT NAME/TITLE: Gary Stallcup / Assistant Maintenance Manager	
BUSINESS PHONE/FAX: 940-689-5667 / 940-689-5888	
CONTRACT PERIOD: Summer 2010	SCOPE OF WORK: F&I Condenser & AHU

### REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME: Hurst-Euless-Bedford ISD	
ADDRESS/CITY/STATE/ZIP: 1849 Central Dr., Bedford, TX 76022	
CONTACT NAME/TITLE: Andy Wilks / HVAC Supervisor	
BUSINESS PHONE/FAX: 817-545-2730	
CONTRACT PERIOD: Summer 2010	SCOPE OF WORK: Cooler/Freezer Replacements

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**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 82nd Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 178, Local Government Code by a person who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the person meets requirements under Section 178.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 178.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 178.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

Wade Decker, President / DMI Corp. dba Decker Mechanical

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

N/A

Name of Officer

This section item 3 including subparts A, B, C & D; must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes  No

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


Yes  No

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

Yes  No

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

N/A

4   
Signature of person doing business with the governmental entity

12-6-10  
Date

Adopted 06/28/2007

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1002 KCK Way  
Cedar Hill, TX 75104



Office: (972) 291-9907  
Fax: (972) 293-1068

### SCOPE OF WORK

All units to be changed out over two weekends. At no time will the user be without heating/cooling during normal business hours.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/24/2010

PRODUCER (817)336-8520 FAX: (817)336-6501  
Tucker Agency, Ltd.  
P O Box 2285

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Ft. Worth TX 76113

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: Amerisure Insurance Co.

DMI Corp. dba  
Decker Mechanical  
1002 KCK Way  
Cedar Hill TX 75104

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP 2055947 02	12/31/2009	12/31/2010	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 2055945 02	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CU 2055948 02	12/31/2009	12/31/2010	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 2055946 02	12/31/2009	12/31/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

## CERTIFICATE HOLDER

"SAMPLE"

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tracy Tucker/CINDY



ACORD 25 (2001/08)

INS025 (0108)08a

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Page 1 of 2



Surety Bonds Since 1904

**International Fidelity**

INSURANCE COMPANY

One Newark Center  
Newark, New Jersey 07102  
(973) 624-7200

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned,  
DMI Corp., Decker Mechanical

as Principal, and **THE INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation of the  
State of New Jersey, as Surety, are hereby held and firmly bound unto

Johnson County

in the penal sum of Five Percent of the Greatest Amount Bid (\$ 5%-GAB )  
for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 6th day of December, 2010

The condition of the above obligation is such that whereas the Principal has submitted to

Johnson County

a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for  
Johnson County Subcourthouse, AC Unit Replacements and Controls  
RFP #2011-406

**NOW, THEREFORE,**

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of the persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

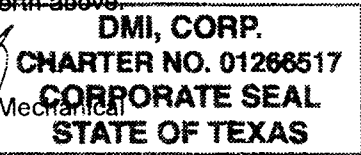
**THEN, THIS OBLIGATION SHALL BE VOID**, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of:

DMI Corp., Decker Mechanical



ATTEST: Liamie Roznowsky

Principal

ATTEST: Christene Davis

INTERNATIONAL FIDELITY INSURANCE CO.

By: Lisa M. Bonnot  
Lisa M. Bonnot  
Attorney-In-Fact

Bid Bond Date

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**BEVERLY M. TRIMBLE, CYNTHIA WATSON FOWLER, LLOYD RAY PITTS, JR., CHRISTINE DAVIS, RICARDO J. REYNA, LUKE J. NOLAN, JR., JERRY P. ROSE, DON E. CORNELL, LISA M. BONNOT, ROBBI MORALES**

Dallas, TX.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



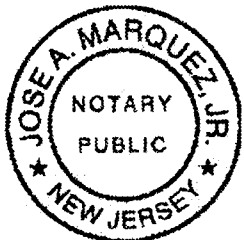
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this *6th* day of *December*, 2010

Assistant Secretary