

**NOTICE TO BIDDERS FOR PROPOSAL**

**Repair/Replacement of Courthouse Elevator Without Plunger**

Gray County will receive sealed bids for Repair/Replacement of the Gray County Courthouse Elevator located at 205 N. Russell, Pampa, Gray County, Texas.

**All bids must be received in the office of:**

**Judge Chris Porter**

**County Judge**

**Gray County Courthouse**

**205 N. Russell Suite 205**

**Pampa, Texas 79065**

**On or Before:**

**5:00 P.M.**

**Thursday**

**November 30th, 2023**

BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH ABOVE WILL NOT BE

CONSIDERED FOR AWARD; BUT INSTEAD, WILL REMAIN UNOPENED AND WILL BE RETURNED

TO VENDORS WHEN POSSIBLE.

**BIDS SHOULD BE IN A SEALED ENVELOPE**

**CLEARLY MARKED WITH THE BID TITLE**

Any questions or requests for additional information should be directed in writing to:

Judge Chris Porter

Gray County Judge

205 N. Russell Suite 205

Pampa, Texas 79065

**TERMS AND CONDITIONS**

**PLEASE READ CAREFULLY**

1. **COMPLETE BID PACKAGE** must be received in the County Judge’s Office, Gray

County Courthouse, 205 N. Russell Suite 205, Pampa, Texas 79065 no later than **5:00 P.M. on THURSDAY, November 30th, 2023**. Public opening of the bids will be at **9:00 A.M. on December 1st, 2023.**

1. Carefully read all portions of the bid package including the following:

Cover sheet

Terms and Conditions

Specifications for the item(s) being published for competitive bid

Bid Response sheet(s)

Vendor Reference information sheet.

Conflict of Interest Questionnaire

1. Fill out **All** forms properly and completely.
2. All bids **MUST be signed** on the Bid Response sheet where indicated by persons who are

properly authorized representatives of the Vendor. Signatures must be handwritten and in ink.

1. Gray County through its Commissioners Court reserves the right to REJECT IN

WHOLE OR IN PART ANY OR ALL BIDS, waive minor technicalities, and award the bid,

which best serves the interest of the County.

1. All contracts in excess of $50,000, from the same supplier, are solicited for competitive

bids. ONE COMPLETE ORIGINAL BID PACKAGE MUST BE SUBMITTED TO THE

GRAY COUNTY JUDGE’S OFFICE, GRAY COUNTY COURTHOUSE, 205 N. RUSSELL SUITE 205, PAMPA, TEXAS 79065, BEFORE NOVEMBER 30th, 2023, at 5:00 P.M. LATE BIDS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

1. No public official shall have interest in this contract, in accordance with Vernon's Texas

Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

1. No public official shall have interest in this contract, in accordance with Vernon's Texas

Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

1. Department Heads and other elected officials are NOT authorized to enter into any type of agreement or contract on behalf of Gray County. Only the Commissioners Court, acting as a body, may enter into a contract on behalf of the County. Additionally, Department Heads and other Elected Officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's attorney prior to being signed by the County's authorized representative.
2. All prices submitted in a properly signed bid will constitute firm offers held open through

time of award in Commissioners Court.

1. All bids meeting the requirements of this bid package will be considered for award.
2. Prices for all goods and services shall be firm for the duration of any contract awarded

and shall be stated on the bid sheet(s). All prices must be written in ink or typewritten.

1. If Vendor contemplates any additional costs of any kind, other than those submitted,

bidder MUST clearly indicate on the bid sheet(s) any such costs contemplated or forfeit the

right to payment for the same.

1. Gray County is exempt from all Federal Excise, State, and Local Taxes, therefore,

tax must not be included in tendered bids.

1. All County purchases are subject to the County Purchasing Act (Texas Local

Government Code # 262.021 et. seq..) unless specifically exempted therein. Other statues

may affect your rights and obligations. You are urged to consult with your attorney before

entering into this or any contract.

1. Upon completion of each order, vendor shall send an itemized invoice to Gray

County Auditor, Gray County Courthouse, 205 N. Russell., Suite 102,

Pampa, Tx 79065. Neither signed receipt nor payments shall be construed as an

acceptance of any ineffective work, improper material(s), or release for any claim for

damage.

1. All payments must have prior approval from Commissioners Court before payments can

be made.

1. Gray County may cancel any contract awarded upon thirty (30) days written notice.

Notice shall be sent by certified mail, returned receipt requested.

1. Any successful vendor may not assign, sell, or otherwise transfer this contract without

prior written permission of the Gray County Commissioners Court.

1. Any successful vendor shall not deliver products or services as part of this contract

without first obtaining a purchase order number from the Gray County Auditor's Office.

1. Any successful vendor shall not deliver products or services in excess of those

authorized and under no circumstances will Gray County be liable for products or

services or costs which exceed the amounts specified in this bid package and the required

purchase order(s).

1. Successful bidder will provide any and all notices as may be required under the Drug-

Free Work Place Act of 1988. 28 CFR Part 67.100 Et.seq. Successful bidder also agrees to

comply with any and all applicable provisions of the Americans With Disabilities Act.

1. The successful bidder and Gray County agree that both parties have all rights, duties,

and remedies available as stated in the Uniform Commercial Code.

1. Successful bidder shall warrant that all item(s) shall conform to the proposed

specifications and / or all warranties as stated in the Uniform Commercial Code and be free

from all defects in material, workmanship and title.

1. Vendors are responsible for including any product literature and / or product data sheets

or samples AS MAY BE REQUIRED, IF ANY, on the actual specifications made a part of

this bid package. If the actual specifications require supporting literature and / or data sheets

or samples, then failure to provide same to the County Judge’s Office will disqualify the bid as incomplete and invalid for consideration. Be sure any such supporting literature and / or data sheets or samples address all areas as required on the actual specifications. A sample picture with a model number will not satisfy the literature requirement, if any, in the actual specifications.

1. Properly signed bids may be withdrawn any time prior to the official award of any

contract. HOWEVER, A BID NOT WITHDRAWN PRIOR TO ITS CONSIDERATION

BY THE COMMISSIONERS COURT IS CONSIDERED A FIRM OFFER AND CANNOT

BE WITHDRAWN AFTER ACCEPTED BY AWARDING OF A CONTRACT IN

COMMISSIONERS COURT. Alterations made before opening time must be initialed by

bidder guaranteeing authenticity. Bids may not be amended or altered after the official

opening with the single exception that any product literature and or supporting data required

by the actual specifications, if any, will be accepted at any time prior to the Commissioners

Court's considering same.

1. Each vendor by submitting a bid agrees that if its bid is accepted by the Commissioners

Court, such vendor will furnish all items/services upon which prices have been tendered and

upon the terms and conditions in this bid package.

1. The person signing on behalf of the vendor expressly affirms that he is duly authorized

to tender this bid and to sign the bid sheets and contract under the terms and conditions in

this bid package, and further understands that the signing of the contract shall be on no effect

unless subsequently awarded in Commissioners Court.

1. Item(s) supplied under this contract shall be subject to Gray County's approval.

Item(s) found defective or not meeting specifications shall be picked up and replaced by the

successful bidder within one (l) week after notification at no expense to the using entity. If

item(s) is not picked up within one (l) week after notification, the item(s) will become a

donation to the using entity for disposition.

1. In addition to warranties implied by law, Seller warrants that te goods will be new, unused and of current production: free form defects in design, material, fabrication and workmanship; in conformity with applicable specifications or samples; will be delivered free of any security interest or other encumbrance, and will ne free of any claim of infringement and fit for their intended use; and the Gray County will acquire good and marketable title to the goods. The seller warrants that service of any nature furnished will be rendered competently by qualified personnel and in accordance with the highest applicable standards. These warranties will survive acceptance and payment. All warranties will cover Gray County and its customers.
2. The successful bidder shall defend, indemnify, and save harmless Gray County and

all its officers, agents, and employees who are participating in this contract from all suits,

actions, or property on account of any negligent act or fault of the successful bidder, or any

of any agent, employee, subcontractor or supplier in the execution of, or performance under,

any contract which may result from bid award. Successful bidder shall pay any judgment

with costs which may be obtained against Gray County.

1. 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.

1. A prospective bidder must affirmatively demonstrate bidder's responsibility. A

prospective bidder must meet the following minimum requirements:

A. have adequate financial resources, or the ability to obtain such

resources as required;

B. be able to comply with the required or proposed delivery

schedule;

C. have a satisfactory record of performance;

D. have a satisfactory record of integrity and ethics;

E. be otherwise qualified and eligible to receive an award.

1. Gray County reserves the right to award this contract on the basis of the LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any and all bids. In the event the lowest offeror meeting specifications is not awarded the contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the County Judge of intent to appear. In determining responsible bidder of the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability, cash discounts are not considered in bid award. If two or more bidders, able to conform to the specifications, submit the lowest and best bid, the Commissioners Court shall decide between such bidders by drawing lots in a manner prescribed by the County Judge.
2. At the discretion of the Commissioners Court, Bids may or may not be awarded to a separate vendor. Gray County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Gray County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirement within the timeframe set forth by the County.
3. Rejection of bids. If a bid is submitted in which there is failure to comply with the

Specification requirements, such bid will not be considered, and the contract awarded to the

responsible bidder submitting the lowest and best bid conforming to the Specifications provided, however, the Commissioners Court shall in any event, have the authority to reject all bids or parts of bids when the interest of the County will be served thereby.

1. All delivery and freight changes are to be included. Gray County reserves the right to accept or reject all or any part of any bid and make an award that best serves the interests of Gray County.

A black and white seal with a star and leaves

Description automatically generated

**REPAIR OR REPLACEMENT OF COURTHOUSE ELEVATOR**

**Scope of Work & Specifications**

The purpose for this BID is to modernize and restore the elevator that is currently damaged, but functioning, at 205 Russell Street, Pampa, Texas 79065. Work performed must meet the current ASME 17.1 Elevator Code and be able to be inspected and placed back into service with current state standards. This project should include all necessary labor, materials, and incidentals for a turnkey project. It should also include the disposal of any old components/equipment/fluids and reconnection of all ducts, controls, piping and electrical. Elevator will require replacement or refurbishment of necessary electronic, electrical, mechanical, and hydraulic components to modernize to operate up to current elevator codes. Bidder must state warranty period of all workmanship and materials without problems and be safe to operate. The date for repair should commence as soon as practical. All controls and/or components will need to be of the latest version and have a life and/or support expectancy of no less than 10 years. A performance bond will be required up to the amount of the contract price.

**ON SITE VISIT IS HIGHLY RECOMMENDED. FACILITY OPERATING HOURS ARE MONDAY- FRIDAY FROM 8-5. CONTACT THE COUNTY JUDGE’S OFFICE TO SCHEDULE APPOINTMENT AT 806-669-8008.**

**Bid Request**

Repairs to bring up to current code may include but are not limited to the following:

Machine room, Elevator, Hoist way for a 6 Floor Elevator (B,1,2,3,4,5)

* Electrical, fire/life/safety and any non-elevator mechanics as it relates to the elevator

machine room, elevator pit, and elevator hoist way

* Cab interiors
* Controller, tank & power unit
* Hydraulic oil, new piping & shut off valve
* Doors, door operator, door restrictors, two-way communication in car, new serial wiring
* Emergency lighting, LED fixtures, alarm bell, top of car emergency station, ladder
* Fire service phases 1 & 2

The Proposal should include:

1. SCOPE OF WORK
2. BONDING VERIFICATION
3. REFERENCES
4. CERTIFICATE OF INSURANCE
5. W-9 INFORMATION
6. WORKMAN’S COMPENSATION INSURANCE FOR VENDOR & ANY SUB-CONTRACTORS
7. ESTIMATED TIME OF COMPLETION
8. BID AMOUNTS

Questions are to be submitted in writing to the Gray County Judge’s Office by 5:00 pm on November 27th, 2023. Responses will be made in writing. Verbal replies are not binding. Proposals should be submitted in a marked, sealed envelope to the Gray County Judge’s Office, 205 N. Russell Suite 205, Pampa, Texas 79065, no later than 5:00 pm November 30th, 2023. The envelope shall have “Proposal for Repair or Replacement of Elevator Without Plunger” plainly marked on the outside of the envelope. Proposals will be opened at the regularly scheduled Gray County Commissioners Court Meeting on December 1st, 2023. Bids may not be withdrawn after the Bid opening for at least thirty (30) days, or until a Notice of Award of Contract or Rejection of Bid has been received. The Gray County Commissioners Court reserves the right to reject any or all proposals and/or bids, to waive defects and to waive any or all formalities or irregularities.

**GRAY COUNTY**

**CONTRACT SHEET**

THE STATE OF TEXAS

**COUNTY OF GRAY**

This memorandum of agreement made and entered into on the \_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_ 2023, by and between Gray County in the State of Texas (hereinafter designated County), acting herein by County Judge Chris Porter, by virtue of an order of the Gray County Commissioners Court, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter designated Contractor).

**(Company Name)**

WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein stated in the Competitive Sealed Proposal Package together with the bond (when required), shall constitute the full agreement and Contract between parties and for

furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the work to be performed has been issued.

Executed at Pampa, Texas this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Judge Signature

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title