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**MEMORANDUM**

**TO:** Judge Robert Hebert  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign the attached contract approved in Commissioners Court  
on 10/06/09. Thank you.

**DATE:** October 7, 2009

**RETURN TO:** Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg

COUNTY JUDGE  
RECEIVED  
OCT 12 2009

10-6-09  
AGENDA ITEM 29 C 1)  
Bid 09-098  
Library furniture

10-14-09 1 orig. each ret. to Cheryl at purchasing

*Fort Bend County Specification Download Acknowledgment*



*Invitation for Bid  
Furniture for Sienna Branch Library  
BID 09-098*

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645**

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
  - Vendors will submit responses in accordance with requirements stated on cover of document.
  - Vendors may not submit responses via email or fax.

CONTRACT RESOURCE GROUP

Legal Name of Contracting Company

CHRISTINA RITTER

Contact Person

7108 OLD KATY ROAD, #150 HOUSTON, TEXAS 77024

Complete Mailing Address

713.803.0103

713.803.0138

Telephone Number

ritterc@crgoffice.com

Facsimile Number

Email Address

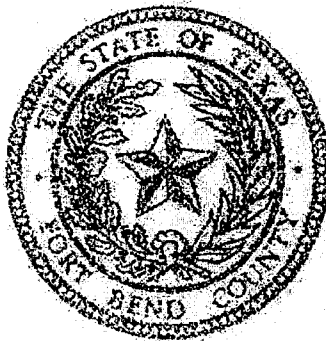
*Christina Ritter*

AUGUST 6, 2009

Signature

Date

*Fort Bend County, Texas  
Invitation for Bid*



*Furnishings for Sienna Branch Library  
for Fort Bend County  
BID 09-098*

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, August 6, 2009  
1:30 PM (Central)

**MARK ENVELOPE:**

BID 09-098  
Furniture

***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.  
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kminskid@co.fort-bend.tx.us](mailto:kminskid@co.fort-bend.tx.us) or  
Fax: 281-341-8645

Prepared: 07/01/09  
Issued: 07/15/09

**Vendor Information**

Contract Resource Group LLC

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-803-0100

713-803-0138

Telephone Number

Facsimile Number

7108 Old Katy Road, Suite 150

Complete Mailing Address (for Correspondence)

Houston, TX 77024

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: CR

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: CR

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: CR

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

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- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: CR

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of 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 bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: CR

- 1.30 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 **Interlocal Participation:** Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

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- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

**2.0 TERMS AND CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order 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 orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: CR

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County 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, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

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- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

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- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County 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 County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 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 disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

**3.0 SCOPE:**

It is the intent of Fort Bend County to purchase from one (1) or more vendors furniture for Sienna Branch Library, which meets or exceeds the specifications contained herein.

Initials of Bidder: CR

**4.0 DELIVERY:**

See Section 9.0.

**5.0 BID FORM COMPLETION:**

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change. Each contract and agreement should be sent to Risk Management for review to be sure the proper coverage and limits are met. This document is a guideline and is not to be used as the final determination of coverage.

**6.0 INSURANCE:**

6.1 All bidders must submit, with bid, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

6.2 The successful bidder shall obtain at its sole expense, and shall submit to the Office of the County Purchasing Agent, certificates of insurance satisfactory to the County demonstrating that by policy endorsement the County, and its employees are named as an additional insured and that the policy (ies) shall provide for waiver of subrogation in favor of the County:

6.2.1 Workers Compensation: According to state law (see 8.0)

6.2.2 Employer's Liability: \$500,000

6.2.3 General liability including:

6.2.3.1 Premises/Operations

6.2.3.2 Products/Completed Operation

6.2.3.3 Contractual

6.2.3.4 Owner's Protective

6.2.3.5 Personal Injury/Advertising Liability

6.2.3.6 Mobile Equipment

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6.2.4 General liability limits shall be equal to or greater than:

6.2.4.1 \$\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, if Commercial General Liability general aggregate limit is used, the general aggregate limit shall be \$2,000,000.

6.2.4.2 7.2.4.3 Claims - made policies shall not be acceptable. All policies shall be written on occurrence basis.

6.2.5 Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

6.2.5.1 \$1,000,000 combined single limit per accident for bodily injury and property damage.

6.2.6. Excess Liability Coverage shall be greater than or equal to \$1,000,000 combined, single limit. Specify aggregate, if any.

6.3 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.

6.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.

7.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold Fort Bend County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Contract.

7.1 Contractor shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter covered by this paragraph and by paragraph 8.2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Contractor in the defense of each matter.

7.2 Fort Bend County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, Fort Bend County shall fully cooperate with Contractor in its defense of each such matter.

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- 7.3 Contractor's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, Fort Bend County shall promptly reimburse Contractor for its costs of defense.
- 7.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by Fort Bend County, Fort Bend County shall have the obligation to participate in the defense of the matter through separate counsel.
- 7.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to Fort Bend County or and shall not involve or require any payments or contributions by Fort Bend County.
- 7.7 In the event of any final judicial determination or award of any matter covered by this section Fort Bend County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by Fort Bend County.
- 7.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify Fort Bend County, in the manner provided for and to the extent described above, in the event Fort Bend County is found to have been negligent for having selected Contractor to perform the work described in this Contract.
- 7.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Contract.
- 7.10 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Contract, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to Fort Bend County.

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- 7.11 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

#### 8.0 WORKERS COMPENSATION INSURANCE:

The Texas Department of Insurance, Division of Workers' Compensation has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project. The DWC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project. Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors. Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance with DWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. According to DWC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, Fort Bend County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law. Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation, 333 Guadalupe, Austin, Texas 78701 (512) 463-6169.

#### 8.1 Definitions:

- 8.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 8.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 8.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of

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any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 8.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 8.5.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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- 8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 8.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - 8.9.2 Provide the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - 8.9.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 8.9.4 Obtain from each other person with whom it contracts, and provide to the Contractor:
    - 8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 8.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - 8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and
  - 8.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- 8.10 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that

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the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- 8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**9.0 GENERAL INFORMATION AND REQUIREMENTS:**

- 9.1 The bid document includes three (3) sections:

Section 1. Stacking chairs and folding and lunch room tables  
Section 2. Lounge chairs, sofas, and occasional tables  
Section 3. Task chairs, and Workroom and Office Furniture

- 9.2 Bidders are invited to bid on any one (1), two (2), or all three (3) sections. Bids must include a minimum of one (1) complete section. Partial bids of any one (1) section shall not be considered an acceptable bid for that section. Bids for each section shall include all costs to furnish, deliver, and install all items according to the specifications.

- 9.3 Figures showing the relative location of some of the items to be bid are located at the end of the bid document. In the event of a discrepancy between the quantity of items in the written specifications and the figures, bid the quantity indicated in the written specifications. The vendor awarded the bid will be given a marked building plan to use in placing furniture. Not all items are shown on the plan.

- 9.4 Samples:

In the event that additional information is needed by the County for the evaluation of bids, all bidders of relevant sections of the bid document shall be prepared to supply a sample of the following items upon request by the County, following submittal of bids and prior to the award of contracts. Samples must be the same style/model as that bid; however, samples are not required to have the same color finish or upholstery as specified here. Samples shall be supplied at no expense to the County. Bidders shall supply requested samples within one week following notification from the County and shall leave the samples on-site to allow for evaluation at least one week after their receipt by the County. The provision of samples upon request is a bid requirement. Bidders who do not supply samples within the required time period will be considered nonresponsive for the relevant section of the bid. Requested samples may include:

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- One armless task chair and one task chair with arms.
- One stacking chair.

9.5 Field Measurement:

9.5.1 It is the successful Contractor's responsibility to obtain and verify all field measurements to assure proper installation of all work. No additional costs shall be charged to the Owner for modification of furniture required to provide proper installation.

9.5.2 The library shall notify the Contractor and provide additional drawings if required of any and all revisions made to the building during general construction that might affect the delivery and installation of furniture to this Contract. Notification and/or issuance of revised drawings by the county shall in no way relieve the Contractor of responsibility for field measurements to assure proper installation of the work.

9.6 Furniture Delivery Schedule:

9.6.1 The construction dates will be revised as work progresses in the general construction contract. The Contractor shall, however, be prepared to furnish all items for the library any time between January 1, 2010 and February 1, 2010. The county reserves the right to adjust this "delivery window" in the event of unforeseen events.

9.6.2 The Contractor shall be responsible for all coordination of the delivery of furniture to be provided as required to coincide with the completion of the building. No furniture shall be delivered and stored on site prior to its installation. The Contractor shall be responsible for any and all storage of furniture prior to delivery and installation.

9.6.3 All time limits stated here are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time. The Date of Substantial Completion of the Work is the date certified by the County when the work is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.

9.6.4 If the contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by any other cause which the County determines may justify the delay, then the Contract time shall be extended by Change Order for such reasonable time as the Owner may determine.

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9.7 Delivery and Installation:

9.7.1 All items shall be delivered and installed at the following address:

Sienna Branch Library  
8411 Sienna Springs Blvd.  
Missouri City, Texas 77459

9.7.2 The Contractor shall provide and pay for all labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the work.

9.7.3 The Contractor shall, prior to shipment, delivery, and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed, verify the stage of completion of the Project premises, determine the availability of facilities for access, delivery, transportation and storage, and correlate these observations with the requirements of the Contract Documents.

9.7.4 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, and shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this Contract.

9.7.5 The Contractor will ensure that the installers are familiar with all elements of the particular product to be installed and other relevant specifications, and that installation is done in accordance with the specifications. It will be the sole responsibility of the Contractor to dismantle and re-install incorrectly placed items and to correct installation deficiencies that the County determines are not completed in accordance with the specifications.

9.7.6 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned them.

9.7.7 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

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- 9.7.8 All delivery and installation shall be made during regular business hours. The Contractor or his representative shall be at the job site to accept all deliveries. No drop shipping shall be allowed. Under no circumstances will the Owner be obligated to receive deliveries. As noted above, deliveries that arrive prior to the installation date must be stored off the premises at no expense to the Owner.
- 9.7.9 Work in Place that is subject to injury, because of the Contractor's operations being carried on adjacent thereto, shall be covered or substantially enclosed for adequate protection. All forms of protection shall be constructed in such a manner such that, upon completion, the protected work will be received by the Library in proper, whole, and unblemished condition. The Contractor shall be required to provide protective runways (plastic or other suitable material) on all finished floors throughout the building in areas where furniture is being transported or installed. The Contractor shall take all necessary precautions to protect new/existing work in place. All damaged areas shall be repaired by the Owner to original conditions, and all associated costs shall be deducted from payment due to the Contractor.
- 9.7.10 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work the Contractor shall remove all waste materials and rubbish from and about the Project as well as all tools, installation equipment, machinery and surplus materials.

9.8 Damages to Furniture:

- 9.8.1 Acceptance of the furniture shall be made by the Owner only when each item has been installed in its final destination, cleaned, and demonstrated to be in new, undamaged operating condition. The Contractor shall be responsible for all furniture and its disposition prior to final acceptance by the Owner.
- 9.8.2 The Contractor shall be responsible with the carrier for any concealed damage which might be found when the furnishings are uncrated and/or removed from packing materials and are placed. All minor adjustments, relocation of individual pieces or equipment and similar final corrections shall be executed by the Contractor as directed by the County as part of the work under this contract.

9.9 Correction of Work:

The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion, and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. These provisions apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

9.10 Brand names are listed for information only; vendors may bid an equal, see Section 1.18 above.

10.0 SPECIFICATIONS AND PRICING:

SECTION 1: STACKING CHAIRS AND TABLES

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
MR-1	275	Stacking chairs, polypropylene seat and back. All chairs to be supplied with chrome frames, no glides. KI, Perry chairs, PRYPNG All chairs to be supplied in BL Black, except the 60 in the Storytime room that will supplied in GX Grape  Chairs to be located in the following rooms in the quantities indicated:  Meeting room, Rm. 107 – 130 (Black) Storytime room, Rm. 131 – 60 (Grape) Staff break room, Rm. 125 – 20 (Black) Friends room, Rm. 123 – 6 (Black) First floor conference room, Rm. 117 – 12 (Black) Second floor small conf. room Rm. 236 – 10 (Black) Study rooms – 36 (Black) Undesignated – 1 (Black)  Price per each: \$ <u>89.25</u> Extended Price: \$ <u>24,543.00</u>
MR-2	10	KI dolly for armless stacking Perry chairs, (PRYDLB)  Price per each: \$ <u>147.68</u> Extended Price: \$ <u>1,476.80</u>

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<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
MR-3	12	<p>Tables, 30" X 60", laminate top, vinyl edge band. Howe Spectra work table, SP3F. Laminate: Nevamar Charcoal Matrix MR6002, Black edge band, chrome frame</p> <p>Tables to be located in the following rooms in the quantities indicated:</p> <p>Children's workroom, Rm. 131 – 2                      Small study rooms, 2<sup>nd</sup> floor – 6                      Friends room, Rm. 123 – 2                      College workroom, Rm. 225 – 2</p> <p><b>Price per each: \$ <u>544.92</u> Extended Price: \$ <u>6,539.04</u></b></p>
MR-4	5	<p>Tables, 36" X 72" laminate top, vinyl edge band. Howe Spectra table, SP3F. Laminate: Nevamar Charcoal Matrix MR6002, Black edge band, chrome frame</p> <p>Tables to be located in the following rooms in the quantities indicated:</p> <p>Large study rooms, 2<sup>nd</sup> floor – 4                      College workroom, Rm. 223 – 1</p> <p><b>Price per each: \$ <u>597.16</u> Extended Price: \$ <u>2,985.80</u></b></p>
MR-5	5	<p>KI Venue, 48" round, laminate top with PVC edge. (Staff break room, Rm. 125). Top: LGN Graphite Nebula; Edge: EBL Black</p> <p><b>Price per each: \$ <u>308.11</u> Extended Price: \$ <u>1,540.55</u></b></p>
MR-6	5	<p>Bases for tables in MR-5 KI- EX332B, E single X base</p> <p><b>Price per each: \$ <u>180.62</u> Extended Price: \$ <u>903.10</u></b></p>
MR-7	6	<p>Table with fixed legs, 30" X 72" Fixtures 04340L. Laminate: Nevamar Charcoal Matrix MR6002T, Edge: vinyl straight T, Black Legs: Black</p> <p>Second floor conference room, Rm. 211</p> <p><b>Price per each: \$ <u>317.54</u> Extended Price: \$ <u>1,905.24</u></b></p>

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<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
MR -8	not used.	
*MR-9	1	Table base – T, for table top below. Fixtures 72026KH. Finish: bright chrome  For second floor small conference room, Rm. 236  <b>Price per each: \$ <u>195.86</u>    Extended Price: \$ <u>195.86</u></b>
MR-10	1	Table top. Rectangular, 36" X 72", Fixtures 10580L. Laminate: Nevamar Charcoal Matrix MR6002T, Edge: Black  For second floor small conference room  <b>Price per each: \$ <u>196.79</u>    Extended Price: \$ <u>196.79</u></b>
MR-11	30	Folding tables, KI Premier TP 6, 24" X 72". Finished in laminate: LGN Graphite Nebula, EBL, Black vinyl edges and black enamel frame  <b>Price per each: \$ <u>122.30</u>    Extended Price: \$ <u>3,669.00</u></b>
MR-12	10	Folding tables with adjustable legs, KI Premier NP 6, 30" X 72". Finished in laminate: LGN Graphite Nebula, EBL Black vinyl edges and black enamel frame  <b>Price per each: \$ <u>154.59</u>    Extended Price: \$ <u>1,545.90</u></b>
MR-13	4	Horizontal storage caddy for KI Premier folding tables, 26 5/8" X 78" long, 10 table capacity, standard frame  <b>Price per each: \$ <u>190.36</u>    Extended Price: \$ <u>761.44</u></b>
<b>Grand Total Section 1:</b>		<b>\$ <u>46,262.52</u></b>

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**SECTION 2: LOUNGE CHAIRS, SOFAS, AND OCCASIONAL TABLES**

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
L-1	28	Single lounge chairs, Cody series, AGI Industries 6723, chair requires four yards of fabric. Wood finish: NOB Natural Fabric: ArcCom, AC-67175 Diamond Derby Twilight #6  Chairs to be located as follows:  Fiction – 8 Nonfiction – 12 Periodicals – 8  <b>Price per each: \$ <u>1,023.08</u> Extended Price: \$ <u>28,646.24</u></b>
L-2	8	Single lounge chairs, Cody series, AGI Industries 6723, chair requires four yards of fabric. Wood finish: NOB Natural Fabric: ArcCom, AC-68576 Masquerade Thistle #7  Chairs to be located as follows:  Children's – 6 Staff break room – 2  <b>Price per each: \$ <u>1,000.35</u> Extended Price: \$ <u>8,002.80</u></b>
L-3	4	Single lounge chairs, Serafina series, Arcadia 4541, Chair requires three yards of fabric. Legs: Metallic Silver, Fabric: ArcCom, AC-68576 Masquerade Thistle #7  Chairs to be located as follows:  Teen area – 4  <b>Price per each: \$ <u>551.23</u> Extended Price: \$ <u>2,204.92</u></b>
L-4	1	Three-place sofa, AGI Cody series, AGI Industries 6743, sofa requires eight yards of fabric. Wood finish: NOB Natural Fabric: ArcCom, AC-68576 Masquerade Thistle #7  Sofa to be located in staff break room  <b>Price per each: \$ <u>1,671.33</u> Extended Price: \$ <u>1,671.33</u></b>

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**\*Amended 8/04/09**

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
L-5	1	Two-place sofa, AGI Cody series, AGI Industries 6733, sofa requires six yards of fabric. Wood finish: NOB Natural, Fabric: ArcCom, AC-68576 Masquerade Thistle #7  Sofa to be located in children's area  <b>Price per each: \$ <u>1,369.01</u> Extended Price: \$ <u>1,369.01</u></b>

Total fabric required for L-1 through L-5:

	112 yards	ArcCom, AC-67175 Diamond Derby Twilight #6
	58 yards	ArcCom, AC-68576 Masquerade Thistle #7
*L-6	18	Club table, 24" diameter, 22" high, AGI Flex, 5516. Wood finish: NOB Natural Nevamar, Laminate top: Nevamar Charcoal Matrix textured, MR6002T  Tables located as follows:  Fiction - 4 Juvenile - 2 Staff break room - 2 Second floor - 10  <b>Price per each: \$ <u>379.30</u> Extended Price: \$ <u>6,827.40</u></b>
L-7	1	Coffee table, 40" W X 19.5" D X 18" H, AGI Flex, 5514 (Staff break room). Wood finish: NOB Natural Nevamar, Laminate top: Nevamar Charcoal Matrix textured, MR6002T  <b>Price per each: \$ <u>365.49</u> Extended Price: \$ <u>365.49</u></b>
<b>Grand Total Section 2:</b>		<b><u>\$49,087.19</u></b>

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**SECTION 3: TASK CHAIRS AND WORKROOM AND OFFICE FURNITURE**

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
WR-1	71	Task chairs, Turnstone TS38002, Springboard, synchro-tilt mechanism, tilt tension, lumbar height adjustment, upright back lock, pneumatic height adjustment, height-adjustable arm, dual wheel caster. All upholstered in Hampstead, B399 Black, with black frame 6205

Chairs located as follows:

- First Floor Offices – 3
- Circ desk – 2
- Info desk – 1
- Childrens desk – 3
- First Floor workroom, Rm. 117 – 14
- Children's workroom, Rm. 130 – 6
- Second Floor Offices – 2
- Ref workroom, Rm. 206 – 12
- College desk – 1
- College workroom, Rm. 225 – 6
- Adult reference desk – 4
- Small info desk – 1
- Conference room, Rm. 211 - 16

**Price per each: \$ 213.79    Extended Price: \$ 15,179.09**

WR-2	72	Task chairs, Turnstone TS38001, Springboard with lumbar height adjustment, pneumatic height adjustment, no arms, dual wheel casters. All upholstered in Hampstead, B399, Black, with black frame 6205
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Chairs located as follows:

- Adult computer areas on second floor – 36
- Public library computer lab second floor – 27
- Distance learning, Rm. 212 - 1
- Teen area – 8

**Price per each: \$ 213.79    Extended Price: \$ 15,392.88**

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<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
WR-3	6	<p>Tall swivel stool, Steelcase 4537300, pneumatic height adjustment, mid-back, no arms. All upholstered in Hampstead, B399, Black, with black frame 6205</p> <p>Chairs located as follows:</p> <p>Circulation desk – 4 Computer lab, Rm. 218 – 1 College desk - 1</p> <p>Price per each: \$ <u>246.14</u>    Extended Price: \$ <u>1,476.84</u></p>
WR-4	12	<p>Guest chairs, Turnstone 38007, Springboard, mid-back, leg base, arms, glides. All upholstered in Hampstead, B399, Black, with black frame 6205</p> <p>Chairs located as follows:</p> <p>Manager – 2 Circ office – 1 Children's office – 2 Reference office 2 College office – 2 Reference workroom - 3</p> <p>Price per each: \$ <u>148.03</u>    Extended Price: \$ <u>1,776.36</u></p>
WR-5	20	<p>Lateral files, integral pull, three-drawer, lock, 18" X 36" X 40", each with self-edge laminate top (Steelcase 2LF18363F) and counterweight package. Lock 9201 polished chrome. Basic paint: Turnstone sand 7225, Laminate tops: Turnstone Vanadium Fiber</p> <p>Files to be located in the following rooms in the quantities indicated:</p> <p>College workroom – 4 Children's public area – 2 Reference workroom – 3 Branch manager – 1 Children's office – 1 Reference office – 1 College office – 1 Children's workroom – 2 Friends room – 1</p>

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<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
		<p>Circulation workroom – 2 Undesignated - 2</p> <p><b>Price per each: \$ 367.70    Extended Price: \$ 7,354.00</b></p>
WR-6	4	<p>Lateral files, integral pull, three-drawer, lock, 18" X 42" X 40", each with self-edge laminate top (Steelcase 2LF18423F) and counterweight package. Lock 9201 polished chrome. Basic paint: Turnstone sand 7225, Laminate tops: Turnstone Vanadium Fiber</p> <p>Files to be located in the following rooms in the quantities indicated:</p> <p>Reference public area, second floor – 4</p> <p><b>Price per each: \$ 420.36    Extended Price: \$ 1,681.44</b></p>
WR-7	2	<p>Buildup-900 Lateral, case, 4h, lock, 18" X 36" X 52", each with lateral file counterweight (Steelcase 9BU18364F). Basic paint: Basic paint: Turnstone sand 7225</p> <p>1<sup>st</sup> component 12" door with rollout shelf 2<sup>nd</sup> component 12" door with rollout shelf 3<sup>rd</sup> component 12" door with rollout shelf 4<sup>th</sup> component 12" door with rollout shelf</p> <p>Children's workroom – 2</p> <p><b>Price per each: \$ 590.42    Extended Price: \$ 1,180.84</b></p>
WR-8	1	<p>Table, rectangle, 48" X 108", 1 ¼" thick, 29" H 3-32base, with Toe Pad. Vecta 457947. Chrome base and toe pad, Laminate: 2830 charcoal, Edge: Black vinyl, flat vinyl edge</p> <p>First floor conference room, Rm. 115</p> <p><b>Price per each: \$4,894.82    Extended Price: \$ 4,894.82</b></p>

Initials of Bidder: CR

**\*Amended 8/04/09**

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
*WR-9		Circulation workroom, panel system, Rm. 117
	8	Panel-tackable, 42" X 30", 3-circuit powerway with shared neutral, Turnstone TSAPF4230 Surface: Steelcase Bariolage, Melody G233 Paint: Sand
	12	Panel-tackable, 42" X 30", Turnstone TSAPF4230 Surface: Steelcase Bariolage, Melody G233 Paint: Sand
	12	Trim-vertical, end of run, 42", Turnstone TSAPTE42, Paint: Sand
	6	Trim-vertical, corner, 42", Turnstone TSAPTC42 Paint: Sand
	2	Receptacle-4 Circuit 3+D, Line 1, 15 amp, Package 6, Turnstone TSAE31DA15S
	2	Receptacle - 4 Circuit 3+D, Line 2, 15 amp, Package 6, Turnstone TSAE32DA15S
	2	Receptacle - 4 Circuit 3+D, Line 23, 15 amp, Package 6, Turnstone TSAE33DA15S
	2	Base Power In-3 Circuit, Shared powerway, standard 3 circuit shared neutral Turnstone TSAE98699
	8	Worksurface-straight, 30" X 60", Turnstone TSAWS3060, top surface: Vanadium fiber Edge: sand
	16	Support, worksurface, side, Turnstone TSATSIDE
	8	Channel - reinforcing, 57, Turnstone TSATRC57
	8	Pedestal-Box/box/file, under worksurface, 28" D Turnstone TS2PBBF28U Paint: Sand 7225
		<b>Price for total panel system: \$ <u>5,780.25</u></b>
*WR-10	3	Desk-double pedestal, full-height modesty panel, 30" X 72", file/file pedestal, box/box/pedestal and box/box/file, SK plug Turnstone TSAFDP3072F. Laminate: Vanadium fiber, Paint: Sand 7225 Circulation workroom, Rm. 117
		<b>Price per each: \$ <u>590.29</u> Extended Price: \$ <u>1,770.87</u></b>

Initials of Bidder: CR

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
WR-11	7	<p>Desk- single pedestal, full-height modesty panel, 30" X 60", pedestals box/box/file SK Plug, Turnstone TSAFSP3060F. Laminate: Vanadium fiber, Paint: Sand 7225</p> <p>4 Children's workroom 3 College workroom</p> <p><b>Price per each: \$ <u>413.67</u> Extended Price: \$ <u>2,895.69</u></b></p>
WR-12	4	<p>Desk - single pedestal, full-height modesty panel, 36" X 60", pedestals box/box/file, SK plug Turnstone TSAFSP3660F. Laminate: Vanadium fiber, Paint: Sand 7225</p> <p>4 reference work room</p> <p><b>Price per each: \$ <u>446.45</u> Extended Price: \$ <u>1,785.80</u></b></p>
WR-13	4	<p>Return for desks above, full-height modesty panel, 24" X 48", SK plug, pedestal file/file Turnstone TSAFRP2448F. Laminate: Vanadium fiber, Paint: Sand 7225</p> <p>4 reference work room</p> <p><b>Price per each: \$ <u>342.04</u> Extended Price: \$ <u>1,368.16</u></b></p>
WR - 14	30	<p>Center drawers for entire building, 18" X 24" X 2", 6000 black Turnstone TS5ACTRD</p> <p>Circulation workroom - 11 Children's workroom - 4 College workroom - 3 Reference workroom - 7 Reference office - 1 Circulation office - 1 Manager's office - 1 College office - 1 Children's librarian's office - 1</p> <p><b>Price per each: \$ <u>38.55</u> Extended Price: \$ <u>1,156.50</u></b></p>

Initials of Bidder: CR

**\*\*Amended 08/05/09**

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
WR-15	5	Bookcase, 5 adjustable shelves, 15" X 36" X 82", with counterweight package, Steelcase RBC15366A. Paint: Sand 7225  College office – 1 Reference office – 1 Manager's office – 1 Children's Librarian's office – 1 Circulation office – 1  <b>Price per each: \$ 247.29    Extended Price: \$ 1,236.45</b>

\*\*WR-16 Reference workroom, panel system, Rm. 205

1	Worksurface, straight, 30" X 72" Steelcase Answer WS3072 Laminate: Vanadium Edge: Sand
2	Worksurface, straight, 18 7/8" X 42" Steelcase Answer WS1842 Laminate: Vanadium Edge: Sand
2	Worksurface, straight, 30" X 66" Steelcase Answer WS3066 Laminate: Vanadium Edge: Sand
3	Worksurface, straight 24" X 72" Steelcase Answer WS2472 Laminate: Vanadium Edge: Sand
2	Pedestal – Mobile Proud Steel Fronts, 18 3/8" X 15", lock, Steelcase RPM1821CP Paint: Sand
3	Panel, full perf., tackable, acoustical, 66" X 36", Steelcase TS76636PF Surface: Bariolage, Melody G233 Trim: Sand
3	Bookcase, 4 adjustable shelves, 15" X 36" X 65 1/2", with 36" counterweight package Steelcase RBC15365A Paint: Sand
3	Panel, tackable acoustical, 42" X 24" 3+1 power option, 1 power kit 3+1 Steelcase TS74224F Surface: Bariolage, Melody G233 Trim: Sand
2	Panel, full tackable acoustical, 42" X 30" 3 + 1 power option, 1 power kit 3+1 Steelcase TS74230TF Surface: Bariolage, Melody G233 Trim: Sand

Initials of Bidder: CR

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
4		Panel, full tackable acoustical, 42" X 36" 3 + 1 power option, 1 power kit 3+1 Steelcase TS74236TF Surface: Bariolage, Melody G233 Trim: Sand
	6	Junction, inline, square, 42" H, Steelcase TS742SIPJ
	1	Junction, T, square 42" H, Steelcase TS742STPJ Paint: sand
	1	Junction, L, 42" H, Steelcase TS742LPJ Paint: sand
	3	Junction, end of run, 42" H, Steelcase TS742EPJ Paint: sand
	2	Power in feed, 3+1, 6 feet, Steelcase TS76BPX
	5	Post leg, double, glide, 28 ½" H, Steelcase UDPL
	6	Post leg, glide, 28 ½", Steelcase UPL
	6	Reinforcing channel, 60/72 application Steelcase TS7WKSPT
	1	Pedestal, fixed, 2 box/1 file drawer Proud steel front, 29 ½" X 15" X 27" , Lock, Steelcase RPF3027AP Paint: sand
	3	Pedestal, fixed, 2 file drawers, Proud steel front, 23 ½" X 15" X 27", lock Steelcase RPF2427BP
	6	Bin-in the case, Answer, 36" w Steelcase RBB36TAK Paint: sand
	1	Panel, full perf tackable acoustical, 66" X 48" no power Steelcase TS76630 PF Surface: Bariolage, Melody G233 Trim: Sand
	4	Panel, full perf tackable acoustical, 66" X 36" 3 +1 power option, 1 power kit 3+1 Steelcase TS76636PF Surface: Bariolage, Melody G233 Trim: Sand
	4	Junction, inline, oval, 66" H Steelcase TS766IPJ
	2	Junction - L 66" H, Steelcase TS766LPJ
	2	Junction-End of run, 66" H, Steelcase TS766EPJ
	2	Junction- T, Square 66", TS766STPJ
	6	Underline T2 task light, 22", Steelcase LT2

Initials of Bidder: CR

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
	5	Support- plate, 14" d, Steelcase TS714WSP
	6	Vertical wire manager, plastic, 48" H Steelcase TS7PVWM
	3	Change of height trim, TS724CHS, Sand
	3	3+1 circuit, TS71SSX
	3	3+2 circuit, TS72SSX
	3	3+3 circuit, TS73SSX
	9	Face Plate, TS7UFPLATE
<b>Price for total panel system: \$ <u>7,171.40</u></b>		
WR-17	5	Desk, single-pedestal, full-height Modesty panel, 30" X 72", box/box/file Pedestal, Turnstone TSAFSP3072F. Laminate: Vanadium fiber, Paint: Sand 7225
Desks located in:		
College office – 1		
Reference office – 1		
Children's librarian's office – 1		
Circulation office – 1		
Branch manager's office – 1		
<b>Price per each: \$ <u>437.34</u> Extended Price: \$ <u>2,186.70</u></b>		
WR-18	3	Bridge, half height modesty panel, 24" X 48", Turnstone TSAFB2448M. Laminate: Vanadium fiber Paint: Sand 7225
Bridges located in:		
Reference office – 1		
Children's librarian's office – 1		
Branch manager's office – 1		
<b>Price per each: \$ <u>168.14</u> Extended Price: \$ <u>504.42</u></b>		

Initials of Bidder: CR

Return, pedestal, half height modesty panel, 24" X 48", pedestal  
file/file Turnstone TSAFRP2448M. Laminate: Vanadium fiber  
Paint: Sand 7225

Desks located in:

College librarian's office - 1  
Circulation office - 1

Price per each: \$ 340.53 Extended Price: \$ 681.06

Initials of Bidder: CR

**\*Amended 8/04/09**

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
WR-20	4	Overhead storage with doors, 60" Turnstone TSAFSD60 Paint: sand  Overheads located in:  College librarian's office – 1 Reference librarian's office – 1 Children's librarian's office – 1 Branch manager's office – 1  <b>Price per each: \$ <u>219.74</u>    Extended Price: \$ <u>878.96</u></b>
*WR-21	3	Desk, single pedestal, half-height modesty panel, 24" X 60", lock, file/file pedestal, Turnstone TSAFDP2460M. Laminate: Vanadium fiber Paint: Sand 7225  Desks located in:  Reference librarian's office – 1 Children's librarian's office – 1 Branch manager's office – 1  <b>Price per each: \$ <u>387.26</u>    Extended Price: \$ <u>1,161.78</u></b>
WR-22	1	Desk, double pedestal, half height modesty panel, 24" X 60", lock, 1 pedestal file/file, 1 pedestal box/box/file Turnstone TSAFDP2460M. Laminate: Vanadium fiber Paint: Sand 7225  Desks located in:  College librarian's office  <b>Price per each: \$ <u>535.06</u>    Extended Price: \$ <u>535.06</u></b>
WR-23	4	Underline T2 Task light, 22", Turnstone LT2  Located in: College librarian's office – 1 Reference librarian's office – 1 Children's librarian's office – 1 Branch manager's office – 1  <b>Price per each: \$ <u>54.03</u>    Extended Price: \$ <u>216.12</u></b>

Initials of Bidder: CR

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>
WR-24	4	Tackboard, Kick freestanding, 19" H X 60" W Turnstone TSAFTB60  Finish: G233 Melody and sand  Price per each: \$ <u>85.29</u> Extended Price: \$ <u>341.16</u>
WR-25	1	7" L & L, 26" TRK, Enviro Plat, with green GEL PR, Details L726EM10GG  Price per each: \$ <u>161.14</u> Extended Price: \$ <u>161.14</u>
		Grand Total Section 3:    \$ <u>78,767.79</u>

**11.0 RECAP OF PRICING:**

Total for Section 1:    \$ 46,262.52

Bidding Manufacturer Listed:    Yes     No

If no, please state manufacturer: \_\_\_\_\_

Total for Section 2:    \$ 49,087.19

Bidding Manufacturer Listed:    Yes     No

If no, please state manufacturer: \_\_\_\_\_

Total for Section 3:    \$ 78,767.79

Bidding Manufacturer Listed:    Yes     No

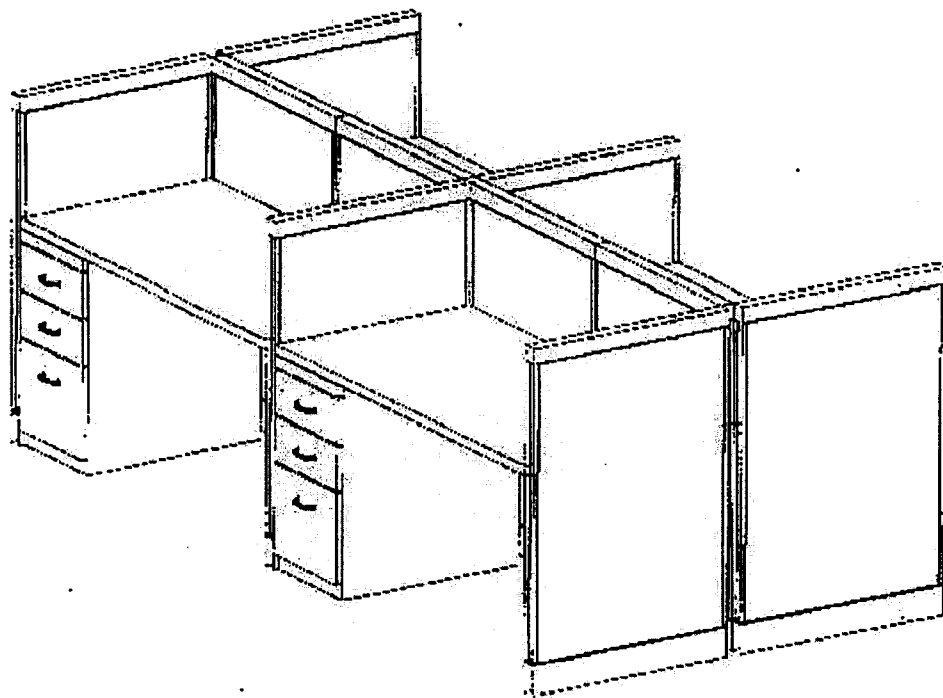
If no, please state manufacturer:    Allsteel, Corona Furniture Mfg., Nevins

**12.0 POINT OF CONTACT:**

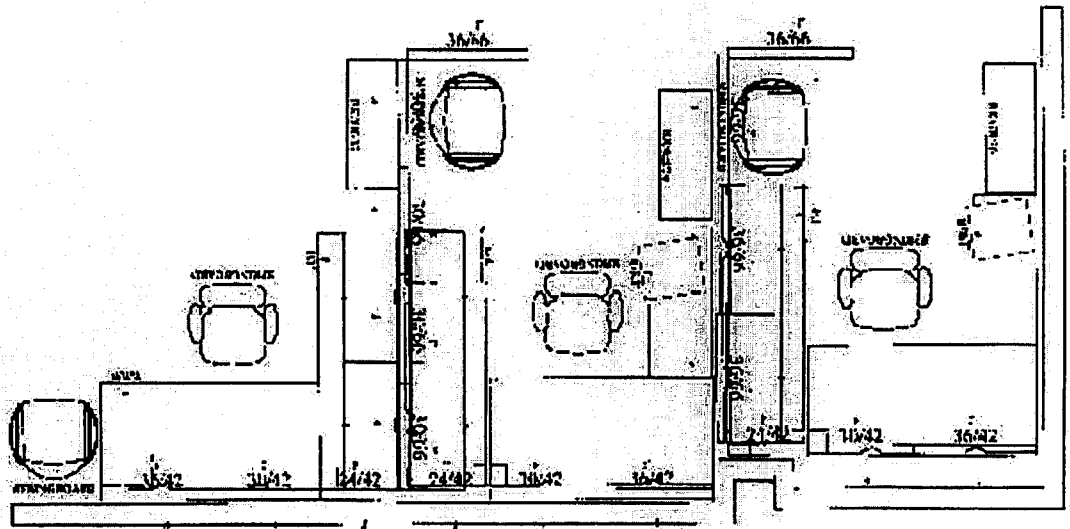
Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskid@co.fort-bend.tx.us.

Initials of Bidder: CR

13.0 DRAWINGS:

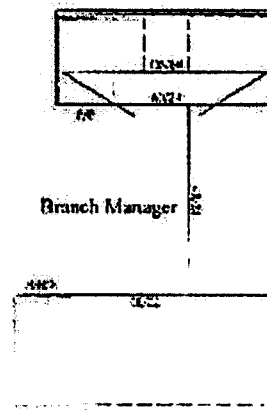
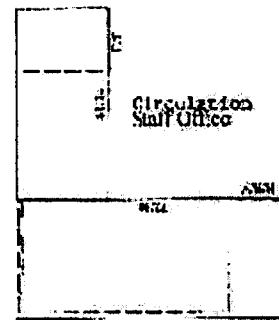
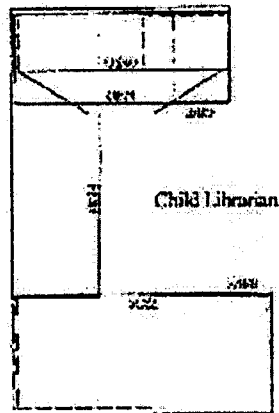
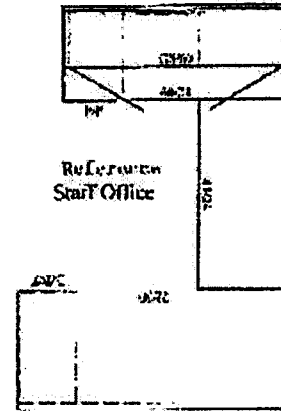
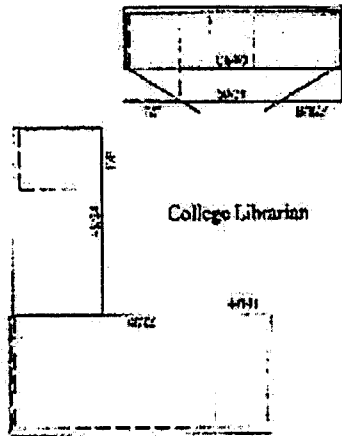


CIRCULATION WORKROOM



REFERENCE WORKROOM

CR



CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 6<sup>th</sup> day of October, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Contract Resource Group (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the Furniture for Sienna Library which are hereto attached and made a part hereof, together with this instrument and 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 bid.

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 items desired has been issued.

Executed at Richmond, Texas this 6<sup>th</sup> day of October 2009.

By: [Signature] Fort Bend County, Texas  
County Judge

By: Christina Ritter  
Signature of Contractor

By: CHRISTINA RITTER, ACCOUNT  
Printed Name and Title  
MANAGER