

12-15-09

21 C1

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court
on December 15, 2009. Thank you.

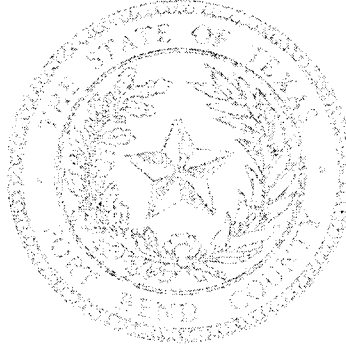
DATE: December 15, 2009

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

COUNTY JUDGE
RECEIVED
DEC 16 2009

12-22-09 5 orig. contracts ret. to Cheryl at Purchasing

****Amended 11/30/09
Fort Bend County, Texas
Invitation for Bid***



11/30/09

***Term Contract for the Purchase of Tires
for Fort Bend County
BID 10-036***

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, December 10, 2009
1:30 PM (Central)**

MARK ENVELOPE:

**BID 10-036
Tires**

***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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 11/04/09
Issued: 11/18/09

Vendor Information

KAUFFMAN TIRE INC
Legal Name of Contracting Company

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

713-856-6799
Telephone Number

713-856-7387
Facsimile Number

7220 GOLDEN GATE DRIVE; SUITE 180
Complete Mailing Address (for Correspondence)

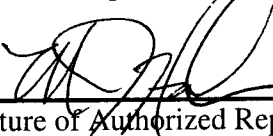
HOUSTON TX 77041 (CHARLIE ANDERSON - MGR)
City, State and Zip Code

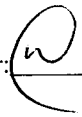
2832 ANVIL BLOCK RD.
Complete Remittance Address (if different from above)

ELLENWOOD, GA 30294
City, State and Zip Code

MARK HATCHER - WHOLESALE GROUP SALES MANAGER
Authorized Representative and Title (printed)

MHATCHER@KAUFFMANTIRE.COM
Authorized Representative's Email Address


Signature of Authorized Representative

Initials of Bidder: 

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: _____



- 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: _____



- 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.

Initials of Bidder: _____

- 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: _____



- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: _____



- 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.


Initials of Bidder: _____



- 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 may not be considered, except in those extreme cases of public calamity or endangerment.

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.

Initials of Bidder: 

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: _____




- 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.

Initials of Bidder:




- 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.

Initials of Bidder: 

- 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 effect 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 contract with one (1) or more vendors to provide tires to Fort Bend County, which meet or exceed the specifications contained herein.

Initials of Bidder: 

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

5.0 BID FORM COMPLETION:

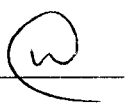
Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase 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.

6.0 GENERAL:

- 6.1 Vendor must bid on all items in section for bid to be considered.
- 6.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 6.3 No minimum orders, by quantity or dollar amount.
- 6.4 All prices are F.O.B. Fort Bend County.

7.0 DELIVERY:

- 7.1 Vendor must complete delivery within two (2) working days after receipt of purchase order unless otherwise stated.
- 7.2 In those extremely rare cases where a Department needs a particular tire(s) immediately, Fort Bend County reserves the right to purchase that tire(s) on the open market without endangering this contract.
- 7.3 The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.
- 7.4 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 7.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday thru Friday.
- 7.6 No deliveries on County holidays.

Initials of Bidder: 

***Amended 11/30/09**

7.7 Deliveries will be made to the following departments:

Road and Bridge
201 Payne Lane
Crabb Texas 77469

Road and Bridge
12919 ½ Dairy Ashford
Sugar Land Texas 77478

Road and Bridge
3743 School Street
Needville Texas 77461

Road and Bridge
19310 Beechnut
Richmond Texas 77469

Drainage District
1022 Blume Road
Rosenberg Texas 77471

Vehicle Maintenance
230 Legion Drive
Richmond Texas 77469

8.0 VENDOR SELECTION:

This contract will be awarded to the lowest and best bid per section.

9.0 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.

***10.0 SPECIFICATIONS:**

***SECTION 01: GOODYEAR BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|--|----------------------|-----------|-----------------------|
| P225/60R16 Pursuit v-rated 732354500 | \$ <u>72.50</u> X | 1100 | = \$ <u>79,750.00</u> |
| P235/55R17 Eagle RSA Pursuit W-rated 732002500 | \$ <u>96.50</u> X | 500 | = \$ <u>48,250.00</u> |
| TOTAL FOR SECTION 01: | \$ <u>128,000.00</u> | | |

***SECTION 2: GOODYEAR ONLY**

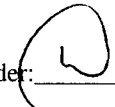
| Description | Unit Price | Est. Qty. | Extended Price |
|---|--------------------|-----------|----------------------|
| P255/65R16 Eagle LS 706011140 | \$ <u>111.75</u> X | 10 | = \$ <u>1,117.50</u> |
| *LT235/75R15 Wrangler MT/R 6 ply (outline white letter) 756826020 | \$ <u>99.50</u> X | 20 | = \$ <u>1,990.00</u> |

Initials of Bidder: W

*Amended 11/30/09

*SECTION 2: (Cont'd)

| Description | Unit Price | Est. Qty. | Extended Price |
|---|---------------------|-----------|----------------------|
| P235/75R15 Wrangler RT/S XL 137406090 | \$ <u>69.00</u> X | 20 | =\$ <u>1,380.00</u> |
| P255/70R15 Eagle GT II 116724011 | \$ <u>81.92</u> X | 100 | =\$ <u>8,192.00</u> |
| P235/75R16 Wrangler ST BW 773430430 | \$ <u>88.50</u> X | 20 | =\$ <u>1,770.00</u> |
| LT235/85R16 Wrangler HT 10 ply 744725502 | \$ <u>108.05</u> X | 20 | =\$ <u>2,161.00</u> |
| *LT235/85R16 Wrangler MT/R with Kevlar or DuraTrac, 10 ply required 32021142 | \$ <u>104.00</u> X | 20 | =\$ <u>2,080.00</u> |
| LT245/75R16 Wrangler HT load range E 744395900 | \$ <u>118.00</u> X | 100 | =\$ <u>11,800.00</u> |
| *LT245/75R16 Wrangler MT/R 10 ply (outline white letter) 276831020 | \$ <u>140.50</u> X | 20 | =\$ <u>2,810.00</u> |
| *P245/75R16 Wrangler RT/S (outline white letter) 1376094076 | \$ <u>81.00</u> X | 20 | =\$ <u>1,620.00</u> |
| *LT245/75R16 Wrangler RT/S 10 ply (outline white letter) 2493530600 | \$ <u>95.00</u> X | 10 | =\$ <u>950.00</u> |
| *LT265/75R16 Wrangler RT/S 10 ply (must be highway or all terrain, not mud) 179746492 | \$ <u>114.00</u> X | 60 | =\$ <u>6,840.00</u> |
| *LT265/75R16 Wrangler MT/R 8 ply with Kevlar 750153325 | \$ <u>151.50</u> X | 30 | =\$ <u>4,545.00</u> |
| P255/70R16 Wrangler RT/S 137840039 | \$ <u>88.67</u> X | 90 | =\$ <u>7,980.30</u> |
| *LT245/70R17 Wrangler MT/R 10 ply with Kevlar 750140325 | \$ <u>152.50</u> X | 10 | =\$ <u>1,525.00</u> |
| P265/70R17 Wrangler AT/S 410422177 | \$ <u>116.27</u> X | 10 | =\$ <u>1,162.70</u> |
| LT265/70R17 Wrangler AT/S 6 ply 411916176 | \$ <u>140.83</u> X | 10 | =\$ <u>1,408.30</u> |
| *LT265/70R17 Wrangler MT/R 6 ply with Kevlar 750741325 | \$ <u>176.12</u> X | 10 | =\$ <u>1,761.20</u> |
| 7.50 x 16 Workhorse Rib 8 ply 312099090 | \$ <u>101.52</u> X | 12 | =\$ <u>1,218.36</u> |
| 7.00 x 15 Workhorse 312049090 | \$ <u>94.85</u> X | 30 | =\$ <u>2,845.50</u> |
| LT275/65R18 Wrangler AT/S VSB 10 ply 411965905 | \$ <u>183.24</u> X | 10 | =\$ <u>1,832.40</u> |
| LT275/65R18 Wrangler AT/S OWL 10 ply 411985176 | \$ <u>189.45</u> X | 10 | =\$ <u>1,894.50</u> |
| P275/65R18 Wrangler SR-A OWL SL 183538418 | \$ <u>123.82</u> X | 10 | =\$ <u>1,238.20</u> |
| TOTAL FOR SECTION 2: | \$ <u>70,123.56</u> | | |

Initials of Bidder: 

*Amended 11/30/09

SECTION 3: BF GOODRICH BRAND ONLY.


| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------|-------------------|------------------|-----------------------|
| 225/70R19.5 ST230 14 Ply | \$ _____ X | 4 | =\$ _____ |
| TOTAL FOR SECTION 3: | | | \$ _____ |

SECTION 4: BF GOODRICH BRAND ONLY

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------|-------------------|------------------|-----------------------|
| 11R22.5 DR675 16 ply | \$ _____ X | 10 | =\$ _____ |
| TOTAL FOR SECTION 4: | | | \$ _____ |

***SECTION 5: GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-------------------------------------|-------------------|------------------|-----------------------|
| 9.00R20 G149 RSA 12 ply 138946204 | \$ 260.00 X | 4 | =\$ 1,040.00 |
| *9.00R20 G124 12 ply (138-366-759) | \$ 248.00 X | 4 | =\$ 992.00 |
| 10.00R20 G149 RSA 14 ply 138376187 | \$ 290.00 X | 4 | =\$ 1,160.00 |
| 10.00R20 G287 MSA 16 ply 138377607 | \$ 289.50 X | 8 | =\$ 2,316.00 |
| 11R22.5 G287 MSA 16 ply 138799662 | \$ 320.00 X | 100 | =\$ 32,000.00 |
| 11R22.5 G288 MSA 16 ply 138799665 | \$ 305.00 X | 100 | =\$ 30,500.00 |
| 11R22.5 G177 16 ply 138799259 | \$ 390.00 X | 12 | =\$ 4,680.00 |
| 11R22.5 G395 LHS 14 ply 138953155 | \$ 334.00 X | 12 | =\$ 4,008.00 |
| 11R22.5 G395 LHS 16 ply 138954155 | \$ 363.75 X | 12 | =\$ 4,365.00 |
| *12R22.5 G149 RSA 16 ply 138564184 | \$ 371.00 X | 6 | =\$ 2,226.00 |
| 315/80R22.5 G291 18 ply 756254420 | \$ 385.00 X | 6 | =\$ 2,310.00 |
| 385/65R22.5 G178SS 18 ply 759550073 | \$ 456.00 X | 4 | =\$ 1,824.00 |
| TOTAL FOR SECTION 5: | | | \$ 93,421.00 |


Initials of Bidder: 

SECTION 6: MICHELIN BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------------|-------------------|------------------|-----------------------|
| 12.4-24 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 13.6R24 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 14.9R24 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R30 R-1W Radial Agribib 8 ply | \$_____X | 4 | =\$_____ |
| 16.9R34 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R38 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 380/85R24 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4 R34 R-1W Radial 8 ply | \$_____X | 5 | =\$_____ |
| 23.1 – 26 10 ply tubeless | \$_____X | 10 | =\$_____ |
| TOTAL FOR SECTION 6: | \$_____ | | |

SECTION 7: BF GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------------|-------------------|------------------|-----------------------|
| 12.4-24 Power Gripper TL 8 ply | \$_____X | 12 | =\$_____ |
| 13.6R24 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 14.9-24 R-1 Power Gripper TL 8 ply | \$_____X | 4 | =\$_____ |
| 380/85R24 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-30 Power Gripper TL 8 ply | \$_____X | 12 | =\$_____ |
| 16.9-34 R-1Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 16.9R34 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-34 R-1 Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R34 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-38 R-1 Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R38 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 23.1 – 26 10 ply tubeless | \$_____X | 10 | =\$_____ |
| TOTAL FOR SECTION 7: | \$_____ | | |

Initials of Bidder: 

*Amended 11/30/09

SECTION 8: BRIDGESTONE/FIRESTONE BRAND ONLY

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|--|-------------------|------------------|-----------------------|
| 10.00-16 Champ Guide Grip 3 Rib--F-2 8 ply | \$_____X | 8 | =\$_____ |
| 11.00X16 Champ Guide Grip 3 Rib—F-2 8ply | \$_____X | 5 | =\$_____ |
| 11L-15 Champ Guide Grip 3 Rib—F-2 8 ply | \$_____X | 8 | =\$_____ |
| 12.4-24 Super All Traction 23°—R-1 8 ply | \$_____X | 12 | =\$_____ |
| 340/85R24 Radial 6000—R-1 W 8 ply | \$_____X | 5 | =\$_____ |
| 380/85R24 Radial 6000—R-1 W 8 ply | \$_____X | 5 | =\$_____ |
| 18.4-30 Champ Spade Grip—R-2 6 ply | \$_____X | 4 | =\$_____ |
| 18.4-30 Champ Spade Grip—R-2 10 ply | \$_____X | 4 | =\$_____ |
| 16.9-34 Traction Field & Road—R-1 8 ply | \$_____X | 5 | =\$_____ |
| 18.4-34 Traction Field & Road—R-1 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R38 Radial All Traction 23° 8 ply | \$_____X | 5 | =\$_____ |

TOTAL FOR SECTION 8:


\$ _____

***SECTION 9: GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|---|-------------------|------------------|-----------------------|
| *15.5X25 SGL DL 2A NY TL F/12 (123-894-463) | \$_____X | 5 | =\$_____ |
| 17.5X25 Rock lug 16 ply Tl | \$_____X | 5 | =\$_____ |
| 13.00X24 grader 12 ply TL SG6-2A | \$_____X | 8 | =\$_____ |
| *13.00R24 SGG 2A NY TL F/12 (123-398-464) | \$_____X | 5 | =\$_____ |
| 14.00X24 Grader 12 ply TL SGG-2A | \$_____X | 8 | =\$_____ |
| 20.5R25 1 GP2B6STL | \$_____X | 5 | =\$_____ |
| 14.00R24 GS2BG2TL | \$_____X | 6 | =\$_____ |

TOTAL FOR SECTION 9:

\$ _____

Initials of Bidder: 

*Amended 11/30/09

***SECTION 10: TIRES PRIMARILY FOR CITY OF SUGAR LAND-MICHELIN BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|--------------------------------|--------------------|-----------|----------------------|
| 225/70R19.5 X XZE 91043 | \$ <u>199.00</u> X | 40 | =\$ <u>7,960.00</u> |
| *315/80RR22.5 XZA Energy 76184 | \$ <u>463.00</u> X | 8 | =\$ <u>3,704.00</u> |
| 385/65R22.5 XFE 36991 | \$ <u>465.00</u> X | 4 | =\$ <u>1,860.00</u> |
| 425/65R22.5 XFE 11829 | \$ <u>472.00</u> X | 12 | =\$ <u>5,664.00</u> |
| 425/65R22.5 XTE2 45276 | \$ <u>542.00</u> X | 4 | =\$ <u>2,168.00</u> |
| 10R22.5 XDE M/S 87357 | \$ <u>283.00</u> X | 4 | =\$ <u>1,132.00</u> |
| 11R22.5 XDN2 72805 | \$ <u>330.00</u> X | 8 | =\$ <u>2,640.00</u> |
| 11R22.5 XZE 62165 | \$ <u>267.00</u> X | 4 | =\$ <u>1,068.00</u> |
| 11R22.5 XZE 62165 | \$ <u>267.00</u> X | 8 | =\$ <u>2,136.00</u> |
| 11R22.5 XZE2 78390 | \$ <u>277.00</u> X | 32 | =\$ <u>8,864.00</u> |
| 12R22.5 XDN2 51753 | \$ <u>350.00</u> X | 32 | =\$ <u>11,200.00</u> |
| 12R22.5 XZE 85335 | \$ <u>335.00</u> X | 4 | =\$ <u>1,340.00</u> |
| TOTAL FOR SECTION 10: | | | \$ <u>49,736.00</u> |

***SECTION 11: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GOODYEAR BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|---------------------------------------|--------------------|-----------|---------------------|
| 425/65R22.5 G286 759313200 | \$ <u>495.00</u> X | 4 | =\$ <u>1,980.00</u> |
| *11R22.5 G149 138802919 | \$ <u>295.50</u> X | 2 | =\$ <u>591.00</u> |
| *11R22.5 G661 138953337 | \$ <u>331.50</u> X | 2 | =\$ <u>663.00</u> |
| 11R22.5 G150HAS 138008275 | \$ <u>301.50</u> X | 2 | =\$ <u>603.00</u> |
| ST225/75R15 Marathon Radial 762172406 | \$ <u>71.00</u> X | 2 | =\$ <u>142.00</u> |
| ST235/80R16 Marathon Radial 762400406 | \$ <u>87.50</u> X | 2 | =\$ <u>175.00</u> |
| TOTAL FOR SECTION 11: | | | \$ <u>4,154.00</u> |

Initials of Bidder: W

SECTION 12: TIRES PRIMARILY FOR CITY OF SUGAR LAND-B F GOODRICH BRAND ONLY.

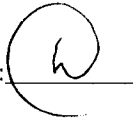
| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------|------------------|-----------------------|
| 425/65R22.5 LRL Radial ST565 | \$ _____ X | 4 | =\$ _____ |
| TOTAL FOR SECTION 12: | | | \$ _____ |

SECTION 13: TIRES PRIMARILY FOR CITY OF SUGAR LAND-BRIDGESTONE BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------|------------------|-----------------------|
| 315/80R22.5 M860 | \$ _____ X | 2 | =\$ _____ |
| 10R22.5 R250 | \$ _____ X | 2 | =\$ _____ |
| 11R22.5 V Steel MIX711 | \$ _____ X | 2 | =\$ _____ |
| 11R22.5 R250ED | \$ _____ X | 2 | =\$ _____ |
| TOTAL FOR SECTION 13: | | | \$ _____ |

SECTION 14: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GENERIC.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|---------------------------------|--------------------|------------------|-----------------------|
| 11L-16SL F-3 <i>565315</i> | \$ <i>99.00</i> X | 2 | =\$ <i>198.00</i> |
| 19.5L-24 12 Ply <i>53312004</i> | \$ <i>425.00</i> X | 2 | =\$ <i>850.00</i> |
| 16.9-24 R-4 <i>53304801</i> | \$ <i>330.00</i> X | 2 | =\$ <i>660.00</i> |
| 11L-16 <i>565315</i> | \$ <i>99.00</i> X | 2 | =\$ <i>198.00</i> |
| 13.6-28 <i>30406206</i> | \$ <i>225.00</i> X | 2 | =\$ <i>450.00</i> |
| 6.50-16 <i>52F281</i> | \$ <i>59.00</i> X | 2 | =\$ <i>118.00</i> |
| TOTAL FOR SECTION 14: | | | \$ <i>2,474.00</i> |

Initials of Bidder: 

**Term Contract for Purchase of Tires
Bid 10-036**

Contract Sheet

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 15th day of December, 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 KAUFFMAN TIRE, INC.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Tires** 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 15th day of December, 2009.

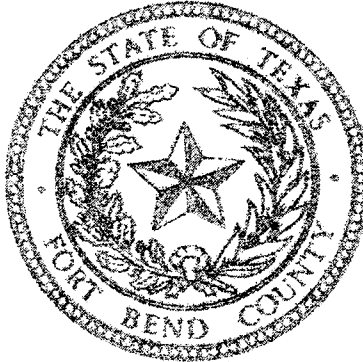
By: Robert Hebert Fort Bend County, Texas
County Judge

By: [Signature]
Signature of Contractor

By: Mark Kauffman President
Printed Name and Title

Initials of Bidder: [Signature]

****Amended 11/30/09
Fort Bend County, Texas
Invitation for Bid***



1281314

***Term Contract for the Purchase of Tires
for Fort Bend County
BID 10-036***

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, December 10, 2009
1:30 PM (Central)**

MARK ENVELOPE:

**BID 10-036
Tires**

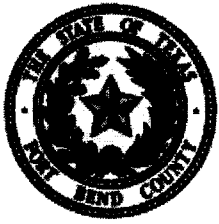
***ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.***

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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 11/04/09
Issued: 11/18/09



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

December 1, 2009

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County B10-036 – Term Contract for Purchase of Tires

***Replace Pages 1, 15, 16, 17, 19 and 20 with Amended Pages 1, 15, 16, 17, 19, 20**

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

American Tire Distributors
Company Name

[Signature]
Signature of person receiving addendum

12/1/09
Date

If you have any questions please contact this office.

[Signature]

Debbie Kaminski, CPPB
Assistant County Purchasing Agent

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for the Purchase of Tires
for Fort Bend County
BID 10-036**

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, December 3, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 10-036
Tires

**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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 11/04/09
Issued: 11/18/09

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Purchase of Tires
BID 10-036**

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.

American Tire Distributors

Legal Name of Contracting Company

Roger Webster

Contact Person

1701 Vantage Drive, Suite 103

Complete Mailing Address

800-722-6917

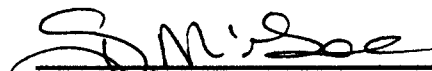
800-735-2815

Telephone Number

Facsimile Number

RWebster@atd-us.com

Email Address


Signature

11/25/09
Date

Vendor Information

American Tire Distributors

Legal Name of Contracting Company

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

800-722-6917

800-735-2815

Telephone Number

Facsimile Number

1701 Vantage Drive, Suite 103

Complete Mailing Address (for Correspondence)

Carrollton, TX 75006

City, State and Zip Code

860 Greens Pkwy, Suite 100

Complete Remittance Address (if different from above)

Houston, TX 77067

City, State and Zip Code


Roger Webster, Government Sales Manager

Authorized Representative and Title (printed)

RWebster@atd-us.com

Authorized Representative's Email Address


Signature of Authorized Representative

Initials of Bidder: 

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: Re

- 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: RW

- 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.

Initials of Bidder: Ru

- 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: RW

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: fw

- 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.

Initials of Bidder: RW

- 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 may not be considered, except in those extreme cases of public calamity or endangerment.

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.

Initials of Bidder: RW

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: *RW*

- 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.

Initials of Bidder: fw

- 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.

Initials of Bidder: RW

- 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 effect 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 contract with one (1) or more vendors to provide tires to Fort Bend County, which meet or exceed the specifications contained herein.

Initials of Bidder: RW

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

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.

6.0 GENERAL:

- 6.1 Vendor must bid on all items in section for bid to be considered.
- 6.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 6.3 No minimum orders, by quantity or dollar amount.
- 6.4 All prices are F.O.B. Fort Bend County.

7.0 DELIVERY:

- 7.1 Vendor must complete delivery within two (2) working days after receipt of purchase order unless otherwise stated.
- 7.2 In those extremely rare cases where a Department needs a particular tire(s) immediately, Fort Bend County reserves the right to purchase that tire(s) on the open market without endangering this contract.
- 7.3 The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.
- 7.4 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 7.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday thru Friday.
- 7.6 No deliveries on County holidays.

Initials of Bidder: *RW*

***Amended 11/30/09**

7.7 Deliveries will be made to the following departments:

Road and Bridge
201 Payne Lane
Crabb Texas 77469

Road and Bridge
12919 1/2 Dairy Ashford
Sugar Land Texas 77478

Road and Bridge
3743 School Street
Needville Texas 77461

Road and Bridge
19310 Beechnut
Richmond Texas 77469

Drainage District
1022 Blume Road
Rosenberg Texas 77471

Vehicle Maintenance
230 Legion Drive
Richmond Texas 77469

8.0 VENDOR SELECTION:

This contract will be awarded to the lowest and best bid per section.

9.0 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.

***10.0 SPECIFICATIONS:**

***SECTION 01: GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|--|----------------------|------------------|-----------------------|
| P225/60R16 Pursuit v-rated 732354500 | \$ <u>72.50</u> X | 1100 | =\$ <u>79,750.00</u> |
| P235/55R17 Eagle RSA Pursuit W-rated 732002500 | \$ <u>97.00</u> X | 500 | =\$ <u>48,500.00</u> |
| TOTAL FOR SECTION 01: | \$ <u>128,250.00</u> | | |

***SECTION 2: GOODYEAR ONLY**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|---|--------------------|------------------|-----------------------|
| P255/65R16 Eagle LS 706011140 | \$ <u>114.75</u> X | 10 | =\$ <u>1,147.50</u> |
| *LT235/75R15 Wrangler MT/R 6 ply (outline white letter) w/eng/cr S/A 749511189 | \$ <u>92.47</u> X | 20 | =\$ <u>1,849.40</u> |

Initials of Bidder: RW

*Amended 11/30/09

*SECTION 2: (Cont'd)

| Description | Unit Price | Est. Qty. | Extended Price |
|---|------------------------------|-----------|--|
| P235/75R15 Wrangler RT/S XL 13 7406 090 | \$ <u>73³²</u> X | 20 | = \$ 1,460.40 <u>1,460.40</u> |
| P255/70R15 Eagle GT II 11672 4011 | \$ <u>84¹⁴</u> X | 100 | = \$ <u>8,414⁰⁰</u> |
| P235/75R16 Wrangler ST BW 773430430 | \$ <u>114⁸⁸</u> X | 20 | = \$ <u>2,299⁶⁰</u> |
| LT235/85R16 Wrangler HT 10 ply 74472 5502 | \$ <u>110⁹⁷</u> X | 20 | = \$ <u>2,219⁴⁰</u> |
| *LT235/85R16 Wrangler MT/R with Kevlar or DuraTrac, 10 ply required 750713326 | \$ <u>129⁴⁴</u> X | 20 | = \$ <u>2,588⁸⁰</u> |
| LT245/75R16 Wrangler HT load range E 744395900 | \$ <u>121¹⁹</u> X | 100 | = \$ <u>12,119⁰⁰</u> |
| *LT245/75R16 Wrangler MT/R 10 ply (outline white letter) 750151325 | \$ <u>134¹⁹</u> X | 20 | = \$ <u>2,683⁸⁰</u> |
| *P245/75R16 Wrangler RT/S (outline white letter) 749845060 | \$ <u>109⁵³</u> X | 20 | = \$ <u>2,190⁶⁰</u> |
| *LT245/75R16 Wrangler RT/S 10 ply (outline white letter) 749353434 | \$ <u>97⁵⁰</u> X | 10 | = \$ <u>975⁰⁰</u> |
| *LT265/75R16 Wrangler RT/S 10 ply (must be highway or all terrain, not mud) 179746492 | \$ <u>116⁹⁷</u> X | 60 | = \$ <u>7,018²⁰</u> |
| *LT265/75R16 Wrangler MT/R 8 ply with Kevlar 750868194 | \$ <u>145⁶⁰</u> X | 30 | = \$ <u>4,368⁰⁰</u> |
| P255/70R16 Wrangler RT/S 137840039 | \$ <u>94⁷¹</u> X | 90 | = \$ <u>8,523⁹⁰</u> |
| *LT245/70R17 Wrangler MT/R 10 ply with Kevlar 750140325 | \$ <u>156⁵³</u> X | 10 | = \$ <u>1,565³⁰</u> |
| P265/70R17 Wrangler AT/S 410422177 | \$ <u>124¹⁹</u> X | 10 | = \$ <u>1,241⁸⁰</u> |
| LT265/70R17 Wrangler AT/S 6 ply 411916176 | \$ <u>144⁶³</u> X | 10 | = \$ <u>1,446³⁰</u> |
| *LT265/70R17 Wrangler MT/R 6 ply with Kevlar 750741325 | \$ <u>180⁸⁸</u> X | 10 | = \$ <u>1,808⁸⁰</u> |
| 7.50 x 16 Workhorse Rib 8 ply 312 099090 | \$ <u>104²⁸</u> X | 12 | = \$ <u>1,251³⁶</u> |
| 7.00 x 15 Workhorse 312049090 | \$ <u>97⁴¹</u> X | 30 | = \$ <u>2,922³⁰</u> |
| LT275/65R18 Wrangler AT/S VSB 10 ply 411 865905 | \$ <u>188¹⁹</u> X | 10 | = \$ <u>1,881⁹⁰</u> |
| LT275/65R18 Wrangler AT/S OWL 10 ply 411995176 | \$ <u>194⁵⁷</u> X | 10 | = \$ <u>1,945²⁰</u> |
| P275/65R18 Wrangler SR-A OWL SL 183 538418 | \$ <u>127¹⁶</u> X | 10 | = \$ <u>1,271⁶⁰</u> |
| TOTAL FOR SECTION 2: | \$ <u>173,198.76</u> | | |

Initials of Bidder: RW

*Amended 11/30/09

SECTION 3: BF GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------|-------------------|------------------|-----------------------|
| 225/70R19.5 ST230 14 Ply | \$ _____ X | 4 | =\$ <u>—</u> |
| TOTAL FOR SECTION 3: | \$ <u>no Bid</u> | | |

SECTION 4: BF GOODRICH BRAND ONLY

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------|-------------------|------------------|-----------------------|
| 11R22.5 DR675 16 ply | \$ _____ X | 10 | =\$ <u>—</u> |
| TOTAL FOR SECTION 4: | \$ <u>no Bid</u> | | |

***SECTION 5: GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------------|-------------------|------------------|-----------------------|
| 9.00R20 G149 RSA 12 ply | \$ <u>—</u> X | 4 | =\$ <u>—</u> |
| *9.00R20 G124 12 ply (138-366-759) | \$ <u>—</u> X | 4 | =\$ <u>—</u> |
| 10.00R20 G149 RSA 14 ply | \$ <u>—</u> X | 4 | =\$ <u>—</u> |
| 10.00R20 G287 MSA 16 ply | \$ <u>—</u> X | 8 | =\$ <u>—</u> |
| 11R22.5 G287 MSA 16 ply | \$ <u>—</u> X | 100 | =\$ <u>—</u> |
| 11R22.5 G288 MSA 16 ply | \$ <u>—</u> X | 100 | =\$ <u>—</u> |
| 11R22.5 G177 16 ply | \$ <u>—</u> X | 12 | =\$ <u>—</u> |
| 11R22.5 G395 LHS 14 ply | \$ <u>—</u> X | 12 | =\$ <u>—</u> |
| 11R22.5 G395 LHS 16 ply | \$ <u>—</u> X | 12 | =\$ <u>—</u> |
| *12R22.5 G149 RSA 16 ply | \$ <u>—</u> X | 6 | =\$ <u>—</u> |
| 315/80R22.5 G291 18 ply | \$ <u>—</u> X | 6 | =\$ <u>—</u> |
| 385/65R22.5 G178SS 18 ply | \$ <u>—</u> X | 4 | =\$ <u>—</u> |
| TOTAL FOR SECTION 5: | \$ <u>no Bid</u> | | |

Initials of Bidder: KW

SECTION 6: MICHELIN BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------------|-------------------|------------------|-----------------------|
| 12.4-24 R-1W Radial Agribib 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 13.6R24 R-1W Radial Agribib 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 14.9R24 R-1W Radial Agribib 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 18.4R30 R-1W Radial Agribib 8 ply | \$ <u> </u> X | 4 | =\$ <u> </u> |
| 16.9R34 R-1W Radial Agribib 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 18.4R38 R-1W Radial Agribib 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 380/85R24 Power Radial 80 | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 18.4 R34 R-1W Radial 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 23.1 – 26 10 ply tubeless | \$ <u> </u> X | 10 | =\$ <u> </u> |

TOTAL FOR SECTION 6:\$ no bid**SECTION 7: BF GOODRICH BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------------|-------------------|------------------|-----------------------|
| 12.4-24 Power Gripper TL 8 ply | \$ <u> </u> X | 12 | =\$ <u> </u> |
| 13.6R24 Power Radial 80 | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 14.9-24 R-1 Power Gripper TL 8 ply | \$ <u> </u> X | 4 | =\$ <u> </u> |
| 380/85R24 Power Radial 80 | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 18.4-30 Power Gripper TL 8 ply | \$ <u> </u> X | 12 | =\$ <u> </u> |
| 16.9-34 R-1Power Gripper TL 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 16.9R34 Power Radial 80 | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 18.4-34 R-1 Power Gripper TL 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 18.4R34 Power Radial 80 | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 18.4-38 R-1 Power Gripper TL 8 ply | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 18.4R38 Power Radial 80 | \$ <u> </u> X | 5 | =\$ <u> </u> |
| 23.1 – 26 10 ply tubeless | \$ <u> </u> X | 10 | =\$ <u> </u> |

TOTAL FOR SECTION 7:\$ no bidInitials of Bidder: RW

*Amended 11/30/09

SECTION 8: BRIDGESTONE/FIRESTONE BRAND ONLY

| Description | Unit Price | Est. Qty. | Extended Price |
|--|-------------------------------|-----------|-------------------------------|
| 10.00-16 Champ Guide Grip 3 Rib--F-2 8 ply <i>368750</i> | \$ <u>297²⁴</u> X | 8 | =\$ <u>2,383⁵²</u> |
| 11.00X16 Champ Guide Grip 3 Rib--F-2 8 ply <i>350885</i> | \$ <u>236²⁴</u> X | 5 | =\$ <u>1,184⁷⁰</u> |
| 11L-15 Champ Guide Grip 3 Rib--F-2 8 ply <i>368359</i> | \$ <u>179⁷⁶</u> X | 8 | =\$ <u>1,438⁰⁸</u> |
| 12.4-24 Super All Traction 23°--R-1 8 ply <i>365231</i> | \$ <u>465⁴⁴</u> X | 12 | =\$ <u>5,585²⁸</u> |
| 340/85R24 Radial 6000--R-1W 8 ply <i>368835</i> | \$ <u>979⁴³</u> X | 5 | =\$ <u>4,897¹⁵</u> |
| 380/85R24 Radial 6000--R-1W 8 ply <i>368869</i> | \$ <u>1106⁷⁶</u> X | 5 | =\$ <u>5,533²⁰</u> |
| 18.4-30 Champ Spade Grip--R-2 6 ply <i>342432</i> | \$ <u>1604³³</u> X | 4 | =\$ <u>6,417³²</u> |
| 18.4-30 Champ Spade Grip--R-2 10 ply <i>342432</i> | \$ <u>1604³³</u> X | 4 | =\$ <u>6,417³²</u> |
| 16.9-34 Traction Field & Road--R-1 8 ply <i>338060</i> | \$ <u>693⁹⁹</u> X | 5 | =\$ <u>3,469⁹⁵</u> |
| 18.4-34 Traction Field & Road--R-1 8 ply <i>367203</i> | \$ <u>751⁶⁵</u> X | 5 | =\$ <u>3,758²⁵</u> |
| 18.4R38 Radial All Traction 23° 8 ply <i>359823</i> | \$ <u>1118⁰⁶</u> X | 5 | =\$ <u>5,590³⁰</u> |

TOTAL FOR SECTION 8:\$ 46,675.67***SECTION 9: GOODYEAR BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|---|---------------|-----------|----------------|
| *15.5X25 SGL DL 2A NY TL F/12 (123-894-463) | \$ <u>-</u> X | 5 | =\$ <u>-</u> |
| 17.5X25 Rock lug 16 ply TI | \$ <u>-</u> X | 5 | =\$ <u>-</u> |
| 13.00X24 grader 12 ply TL SG6-2A | \$ <u>-</u> X | 8 | =\$ <u>-</u> |
| *13.00R24 SGG 2A NY TL F/12 (123-398-464) | \$ <u>-</u> X | 5 | =\$ <u>-</u> |
| 14.00X24 Grader 12 ply TL SGG-2A | \$ <u>-</u> X | 8 | =\$ <u>-</u> |
| 20.5R25 1 GP2B6STL | \$ <u>-</u> X | 5 | =\$ <u>-</u> |
| 14.00R24 GS2BG2TL | \$ <u>-</u> X | 6 | =\$ <u>-</u> |

TOTAL FOR SECTION 9:\$ no BidInitials of Bidder: RW

*Amended 11/30/09

***SECTION 10: TIRES PRIMARILY FOR CITY OF SUGAR LAND-MICHELIN BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|--------------------------|-------------------|------------------|-----------------------|
| 225/70R19.5 X XZE | \$ <u> </u> X | 40 | =\$ <u> </u> |
| *315/80RR22.5 XZA Energy | \$ <u> </u> X | 8 | =\$ <u> </u> |
| 385/65R22.5 XFE | \$ <u> </u> X | 4 | =\$ <u> </u> |
| 425/65R22.5 XFE | \$ <u> </u> X | 12 | =\$ <u> </u> |
| 425/65R22.5 XTE2 | \$ <u> </u> X | 4 | =\$ <u> </u> |
| 10R22.5 XDE M/S | \$ <u> </u> X | 4 | =\$ <u> </u> |
| 11R22.5 XDN2 | \$ <u> </u> X | 8 | =\$ <u> </u> |
| 11R22.5 XZE | \$ <u> </u> X | 4 | =\$ <u> </u> |
| 11R22.5 XZE | \$ <u> </u> X | 8 | =\$ <u> </u> |
| 11R22.5 XZE2 | \$ <u> </u> X | 32 | =\$ <u> </u> |
| 12R22.5 XDN2 | \$ <u> </u> X | 32 | =\$ <u> </u> |
| 12R22.5 XZE | \$ <u> </u> X | 4 | =\$ <u> </u> |

TOTAL FOR SECTION 10:\$ no bid***SECTION 11: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GOODYEAR BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|-----------------------------|-------------------|------------------|-----------------------|
| 425/65R22.5 G286 | \$ <u> </u> X | 4 | =\$ <u> </u> |
| *11R22.5 G149 | \$ <u> </u> X | 2 | =\$ <u> </u> |
| *11R22.5 G661 | \$ <u> </u> X | 2 | =\$ <u> </u> |
| 11R22.5 G150HAS | \$ <u> </u> X | 2 | =\$ <u> </u> |
| ST225/75R15 Marathon Radial | \$ <u> </u> X | 2 | =\$ <u> </u> |
| ST235/80R16 Marathon Radial | \$ <u> </u> X | 2 | =\$ <u> </u> |

TOTAL FOR SECTION 11:\$ no bidInitials of Bidder: RW

SECTION 12: TIRES PRIMARILY FOR CITY OF SUGAR LAND-B F GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------|------------------|-----------------------|
| 425/65R22.5 LRL Radial ST565 | \$ <u>—</u> X | 4 | = \$ <u>—</u> |
| TOTAL FOR SECTION 12: | | | \$ <u>no bid</u> |

SECTION 13: TIRES PRIMARILY FOR CITY OF SUGAR LAND-BRIDGESTONE BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-------------------------------|------------------------------|------------------|------------------------------|
| 315/80R22.5 M860 186301 | \$ <u>377⁴⁹</u> X | 2 | = \$ <u>754⁹⁸</u> |
| 10R22.5 R250 292729 | \$ <u>207⁴⁹</u> X | 2 | = \$ <u>414⁹⁸</u> |
| 11R22.5 V Steel MIX711 265225 | \$ <u>244⁴⁹</u> X | 2 | = \$ <u>488⁹⁸</u> |
| 11R22.5 R250ED 206973 | \$ <u>227⁴⁹</u> X | 2 | = \$ <u>454⁹⁸</u> |
| TOTAL FOR SECTION 13: | | | \$ <u>2,113⁹²</u> |

SECTION 14: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GENERIC.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|----------------------------------|------------------------------|------------------|--------------------------------|
| 11L-16SL F-3 565315 Carlisle | \$ <u>121⁷⁵</u> X | 2 | = \$ <u>243⁵⁰</u> |
| 19.5L-24 12 Ply 322148 Firestone | \$ <u>992⁹⁸</u> X | 2 | = \$ <u>1,985⁹⁶</u> |
| 16.9-24 R-4 309281 Firestone | \$ <u>620⁷⁶</u> X | 2 | = \$ <u>1,241⁵²</u> |
| 11L-16 359831 Firestone | \$ <u>165⁰⁰</u> X | 2 | = \$ <u>330⁰⁰</u> |
| 13.6-28 365265 Firestone | \$ <u>404⁴⁵</u> X | 2 | = \$ <u>808⁹⁰</u> |
| 6.50-16 52F281 Carlisle | \$ <u>69⁹⁵</u> X | 2 | = \$ <u>139⁹⁰</u> |
| TOTAL FOR SECTION 14: | | | \$ <u>4,749⁷⁸</u> |

Initials of Bidder: Rev

**Term Contract for Purchase of Tires
Bid 10-036**

Contract Sheet

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 15th day of December, 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 American Tire Distributors
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Tires** 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 15th day of December, 2009.

Fort Bend County, Texas

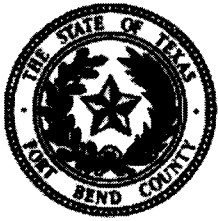
By: Robert Hebert
County Judge

By: Roger Webster
Signature of Contractor

Roger Webster, Government Sales Manager

By: _____
Printed Name and Title

Initials of Bidder: RW



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

December 1, 2009

TO: All Prospective Bidders

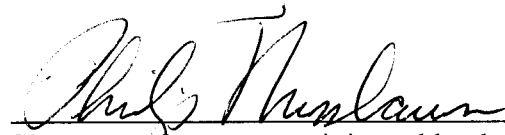
RE: Addendum No. 1 – Fort Bend County B10-036 – Term Contract for Purchase of Tires

***Replace Pages 1, 15, 16, 17, 19 and 20 with Amended Pages 1, 15, 16, 17, 19, 20**

Immediately upon your receipt of this addendum, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

A to Z Tire & Battery, Inc.

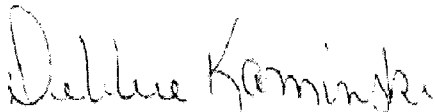
Company Name


Signature of person receiving addendum

12-3-09

Date

If you have any questions please contact this office.



Debbie Kaminski, CPPB
Assistant County Purchasing Agent

Fort Bend County Specification Download Acknowledgment



***Invitation for Bid
Term Contract for Purchase of Tires
BID 10-036***

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.

A to Z Tire & Battery, Inc.
Legal Name of Contracting Company


Philip Nussbaum
Contact Person

812 West 4th / PO Box 9138 - Amarillo, TX 79105-9138
Complete Mailing Address

806-373-2592
Telephone Number

806-373-6504
Facsimile Number

pnussbaum@atoztire.com
Email Address


Signature

12-9-09
Date

****Amended 11/30/09
Fort Bend County, Texas
Invitation for Bid***



***Term Contract for the Purchase of Tires
for Fort Bend County
BID 10-036***

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, December 10, 2009
1:30 PM (Central)**

MARK ENVELOPE:

**BID 10-036
Tires**

***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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645**

**Prepared: 11/04/09
Issued: 11/18/09**

Vendor Information

A to Z Tire & Battery, Inc.
Legal Name of Contracting Company

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

806-373-2592
Telephone Number

806-373-6504
Facsimile Number

812 West 4th / PO Box 9138
Complete Mailing Address (for Correspondence)

Amarillo, TX 79105-9138
City, State and Zip Code

Same
Complete Remittance Address (if different from above)

City, State and Zip Code

Philip Nussbaum, President
Authorized Representative and Title (printed)

pnussbaum@atoztire.com

Authorized Representative's Email Address

Chris Neumann
Signature of Authorized Representative

Initials of Bidder:

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: PN

- 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: PW

- 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.

Initials of Bidder: 


- 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: P.N.

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: PW


- 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.

Initials of Bidder: 

- 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 may not be considered, except in those extreme cases of public calamity or endangerment.

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.

Initials of Bidder: 

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: PW

- 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.

Initials of Bidder: 


- 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.

Initials of Bidder: PN

- 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 effect 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 contract with one (1) or more vendors to provide tires to Fort Bend County, which meet or exceed the specifications contained herein.

Initials of Bidder: 

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

5.0 BID FORM COMPLETION:

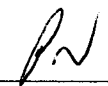
Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase 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.

6.0 GENERAL:

- 6.1 Vendor must bid on all items in section for bid to be considered.
- 6.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 6.3 No minimum orders, by quantity or dollar amount.
- 6.4 All prices are F.O.B. Fort Bend County.

7.0 DELIVERY:

- 7.1 Vendor must complete delivery within two (2) working days after receipt of purchase order unless otherwise stated.
- 7.2 In those extremely rare cases where a Department needs a particular tire(s) immediately, Fort Bend County reserves the right to purchase that tire(s) on the open market without endangering this contract.
- 7.3 The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.
- 7.4 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 7.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday thru Friday.
- 7.6 No deliveries on County holidays.

Initials of Bidder: 

***Amended 11/30/09**

7.7 Deliveries will be made to the following departments:

Road and Bridge
201 Payne Lane
Crabb Texas 77469

Road and Bridge
12919 1/2 Dairy Ashford
Sugar Land Texas 77478

Road and Bridge
3743 School Street
Needville Texas 77461

Road and Bridge
19310 Beechnut
Richmond Texas 77469

Drainage District
1022 Blume Road
Rosenberg Texas 77471

Vehicle Maintenance
230 Legion Drive
Richmond Texas 77469

8.0 VENDOR SELECTION:

This contract will be awarded to the lowest and best bid per section.

9.0 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.

10.0 SPECIFICATIONS:**SECTION 01: GOODYEAR BRAND ONLY.**

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|--|------------------------------|-----------|--------------------------------|
| P225/60R16 Pursuit v-rated <i>COOPER CS4</i> | \$ <i>83⁰⁰</i> X | 1100 | = \$ <i>91300⁰⁰</i> |
| P235/55R17 Eagle RSA Pursuit W-rated <i>COOPER CS4</i> | \$ <i>116⁰⁰</i> X | 500 | = \$ <i>58000⁰⁰</i> |
| TOTAL FOR SECTION 01: | \$ | | <i>149300⁰⁰</i> |

***SECTION 2: GOODYEAR ONLY**

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|---|-----------------------------|-----------|-------------------------------|
| P255/65R16 Eagle LS <i>TOYO OPTT</i> | \$ <i>98⁰⁰</i> X | 10 | = \$ <i>980⁰⁰</i> |
| *LT235/75R15 Wrangler MT/R 6 ply (outline white letter) <i>NEXEN M/T</i> | \$ <i>83⁰⁰</i> X | 20 | = \$ <i>1660⁰⁰</i> |

Initials of Bidder: *PN*

*Amended 11/30/09

*SECTION 2: (Cont'd)

| Description | Unit Price | Est. Qty. | Extended Price |
|---|--------------------------------|-----------|---------------------------------|
| P235/75R15 Wrangler RT/S XL <i>COOPER STARFIRE</i> | \$ <u>57⁰⁰</u> X | 20 | = \$ <u>1140⁰⁰</u> |
| P255/70R15 Eagle GT II <i>COOPER COBLA</i> | \$ <u>75⁰⁰</u> X | 100 | = \$ <u>7500⁰⁰</u> |
| P235/75R16 Wrangler ST BW <i>NEXEN 541</i> | \$ <u>76⁰⁰</u> X | 20 | = \$ <u>1520⁰⁰</u> |
| LT235/85R16 Wrangler HT 10 ply <i>SUMMIT CT</i> | \$ <u>82⁰⁰</u> X | 20 | = \$ <u>1640⁰⁰</u> |
| *LT235/85R16 Wrangler MT/R with Kevlar or DuraTrac, 10 ply required <i>NEXEN M/T</i> | \$ <u>106⁰⁰</u> X | 20 | = \$ <u>2120⁰⁰</u> |
| LT245/75R16 Wrangler HT load range E <i>SUMMIT CT</i> | \$ <u>76⁰⁰</u> X | 100 | = \$ <u>7600⁰⁰</u> |
| *LT245/75R16 Wrangler MT/R 10 ply (outline white letter) <i>COOPER STT</i> | \$ <u>155⁰⁰</u> X | 20 | = \$ <u>3100⁰⁰</u> |
| *P245/75R16 Wrangler RT/S (outline white letter) <i>NEXEN HT</i> | \$ <u>83⁰⁰</u> X | 20 | = \$ <u>1660⁰⁰</u> |
| *LT245/75R16 Wrangler RT/S 10 ply (outline white letter) <i>SUMMIT CT</i> | \$ <u>80⁰⁰</u> X | 10 | = \$ <u>800⁰⁰</u> |
| *LT265/75R16 Wrangler RT/S 10 ply (must be highway or all terrain, not mud) <i>SUMMIT CT</i> | \$ <u>90⁰⁰</u> X | 60 | = \$ <u>5400⁰⁰</u> |
| *LT265/75R16 Wrangler MT/R 8 ply with Kevlar <i>NEXEN MT</i> | \$ <u>128⁰⁰</u> X | 30 | = \$ <u>3840⁰⁰</u> |
| P255/70R16 Wrangler RT/S <i>SUMMIT CASCADE II</i> | \$ <u>70⁰⁰</u> X | 90 | = \$ <u>6300⁰⁰</u> |
| *LT245/70R17 Wrangler MT/R 10 ply with Kevlar <i>COOPER STT</i> | \$ <u>163⁰⁰</u> X | 10 | = \$ <u>1630⁰⁰</u> |
| P265/70R17 Wrangler AT/S <i>SUMMIT CASCADE II</i> | \$ <u>80⁰⁰</u> X | 10 | = \$ <u>800⁰⁰</u> |
| LT265/70R17 Wrangler AT/S 6 ply <i>SUMMIT TRAIL CLIMBER</i> | \$ <u>100⁰⁰</u> X | 10 | = \$ <u>1000⁰⁰</u> |
| *LT265/70R17 Wrangler MT/R 6 ply with Kevlar <i>COOPER STT</i> | \$ <u>190⁰⁰</u> X | 10 | = \$ <u>1900⁰⁰</u> |
| 7.50 x 16 Workhorse Rib 8 ply <i>Hiway MASTER (10 ply)</i> | \$ <u>59.⁰⁰</u> X | 12 | = \$ <u>708.⁰⁰</u> |
| 7.00 x 15 Workhorse <i>8 ply Hiway MASTER</i> | \$ <u>47.⁰⁰</u> X | 30 | = \$ <u>1,410.⁰⁰</u> |
| LT275/65R18 Wrangler AT/S VSB 10 ply <i>TOYO OPHT</i> | \$ <u>155⁰⁰</u> X | 10 | = \$ <u>1550⁰⁰</u> |
| LT275/65R18 Wrangler AT/S OWL 10 ply <i>TOYO OPHT</i> | \$ <u>155⁰⁰</u> X | 10 | = \$ <u>1550⁰⁰</u> |
| P275/65R18 Wrangler SR-A OWL SL | \$ <u>140⁰⁰</u> X | 10 | = \$ <u>1400⁰⁰</u> |
| TOTAL FOR SECTION 2: | \$ <u>57,208.⁰⁰</u> | | |

Initials of Bidder: PJ

*Amended 11/30/09

SECTION 3: BF GOODRICH BRAND ONLY.

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|---|------------------------------|-----------|------------------------------|
| 225/70R19.5 ST230 14 Ply <i>SAMSON GL83</i> | \$ <u>105⁰⁰</u> X | 4 | = \$ <u>420⁰⁰</u> |

TOTAL FOR SECTION 3:

\$ 420⁰⁰**SECTION 4: BF GOODRICH BRAND ONLY**

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|--|------------------------------|-----------|-------------------------------|
| 11R22.5 DR675 16 ply <i>COOPER RM300HH</i> | \$ <u>228⁰⁰</u> X | 10 | = \$ <u>2280⁰⁰</u> |

TOTAL FOR SECTION 4:

\$ 2280⁰⁰***SECTION 5: GOODYEAR BRAND ONLY.**

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|---|------------------------------|-----------|--------------------------------|
| 9.00R20 G149 RSA 12 ply <i>TOYO M140</i> | \$ <u>228⁰⁰</u> X | 4 | = \$ <u>912⁰⁰</u> |
| *9.00R20 G124 12 ply (138-366-759) <i>SAMSON GL72</i> | \$ <u>216⁰⁰</u> X | 4 | = \$ <u>864⁰⁰</u> |
| 10.00R20 G149 RSA 14 ply <i>SAMSON</i> | \$ <u>245⁰⁰</u> X | 4 | = \$ <u>980⁰⁰</u> |
| 10.00R20 G287 MSA 16 ply <i>SAMSON</i> | \$ <u>260⁰⁰</u> X | 8 | = \$ <u>2080⁰⁰</u> |
| 11R22.5 G287 MSA 16 ply <i>COOPER RM230HH</i> | \$ <u>212⁰⁰</u> X | 100 | = \$ <u>21200⁰⁰</u> |
| 11R22.5 G288 MSA 16 ply <i>COOPER RM230HH</i> | \$ <u>212⁰⁰</u> X | 100 | = \$ <u>21200⁰⁰</u> |
| 11R22.5 G177 16 ply <i>COOPER RM300HH</i> | \$ <u>228⁰⁰</u> X | 12 | = \$ <u>2736⁰⁰</u> |
| 11R22.5 G395 LHS 14 ply <i>COOPER RM185</i> | \$ <u>184⁰⁰</u> X | 12 | = \$ <u>2208⁰⁰</u> |
| 11R22.5 G395 LHS 16 ply <i>COOPER RM185</i> | \$ <u>215⁰⁰</u> X | 12 | = \$ <u>2580⁰⁰</u> |
| *12R22.5 G149 RSA 16 ply <i>SAMSON</i> | \$ <u>240⁰⁰</u> X | 6 | = \$ <u>1440⁰⁰</u> |
| 315/80R22.5 G291 18 ply <i>COOPER RM185</i> | \$ <u>255⁰⁰</u> X | 6 | = \$ <u>1530⁰⁰</u> |
| 385/65R22.5 G178SS 18 ply <i>ROADLUX</i> | \$ <u>300⁰⁰</u> X | 4 | = \$ <u>1200⁰⁰</u> |

TOTAL FOR SECTION 5:

\$ 58930⁰⁰Initials of Bidder: PN

SECTION 6: MICHELIN BRAND ONLY.

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|---|-------------------------|-----------|------------------------|
| 12.4-24 R-1W Radial Agribib 8 ply FIRESTONE | \$ 595 ⁰⁰ X | 5 | =\$ 2975 ⁰⁰ |
| 13.6R24 R-1W Radial Agribib 8 ply FIRESTONE | \$ 660 ⁰⁰ X | 5 | =\$ 3300 ⁰⁰ |
| 14.9R24 R-1W Radial Agribib 8 ply BKT | \$ 450 ⁰⁰ X | 5 | =\$ 2250 ⁰⁰ |
| 18.4R30 R-1W Radial Agribib 8 ply FIRESTONE | \$ 630 ⁰⁰ X | 4 | =\$ 2520 ⁰⁰ |
| 16.9R34 R-1W Radial Agribib 8 ply FIRESTONE | \$ 1200 ⁰⁰ X | 5 | =\$ 6500 ⁰⁰ |
| 18.4R38 R-1W Radial Agribib 8 ply FIRESTONE | \$ 880 ⁰⁰ X | 5 | =\$ 4400 ⁰⁰ |
| 380/85R24 Power Radial 80 BKT | \$ 450 ⁰⁰ X | 5 | =\$ 2250 ⁰⁰ |
| 18.4 R34 R-1W Radial 8 ply FIRESTONE | \$ 875 ⁰⁰ X | 5 | =\$ 4375 ⁰⁰ |
| 23.1 - 26 10 ply tubeless SAMSON | \$ 575 ⁰⁰ X | 10 | =\$ 5750 ⁰⁰ |
| TOTAL FOR SECTION 6: | | | \$ 34320 ⁰⁰ |

SECTION 7: BF GOODRICH BRAND ONLY.

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|---|------------------------|-----------|------------------------|
| 12.4-24 Power Gripper TL 8 ply SAMSON | \$ 150 ⁰⁰ X | 12 | =\$ 1800 ⁰⁰ |
| 13.6R24 Power Radial 80 FIRESTONE | \$ 660 ⁰⁰ X | 5 | =\$ 3300 ⁰⁰ |
| 14.9-24 R-1 Power Gripper TL 8 ply SAMSON | \$ 320 ⁰⁰ X | 4 | =\$ 1280 ⁰⁰ |
| 380/85R24 Power Radial 80 BKT | \$ 450 ⁰⁰ X | 5 | =\$ 2250 ⁰⁰ |
| 18.4-30 Power Gripper TL 8 ply BKT | \$ 510 ⁰⁰ X | 12 | =\$ 6120 ⁰⁰ |
| 16.9-34 R-1 Power Gripper TL 8 ply SAMSON | \$ 450 ⁰⁰ X | 5 | =\$ 2250 ⁰⁰ |
| 16.9R34 Power Radial 80 BKT | \$ 705 ⁰⁰ X | 5 | =\$ 3525 ⁰⁰ |
| 18.4-34 R-1 Power Gripper TL 8 ply SAMSON | \$ 465 ⁰⁰ X | 5 | =\$ 2325 ⁰⁰ |
| 18.4R34 Power Radial 80 FIRESTONE | \$ 875 ⁰⁰ X | 5 | =\$ 4375 ⁰⁰ |
| 18.4-38 R-1 Power Gripper TL 8 ply SAMSON | \$ 470 ⁰⁰ X | 5 | =\$ 2350 ⁰⁰ |
| 18.4R38 Power Radial 80 FIRESTONE | \$ 880 ⁰⁰ X | 5 | =\$ 4400 ⁰⁰ |
| 23.1 - 26 10 ply tubeless SAMSON | \$ 575 ⁰⁰ X | 10 | =\$ 5750 ⁰⁰ |
| TOTAL FOR SECTION 7: | | | \$ 39725 ⁰⁰ |

Initials of Bidder: PV

*Amended 11/30/09

SECTION 8: BRIDGESTONE/FIRESTONE BRAND ONLY

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|---|-------------------------------|-----------|-------------------------------|
| 10.00-16 Champ Guide Grip 3 Rib--F-2 8 ply <i>SAMSON</i> | \$ <u>100⁰⁰</u> X | 8 | = \$ <u>800⁰⁰</u> |
| 11.00X16 Champ Guide Grip 3 Rib—F-2 8ply <i>SAMSON</i> | \$ <u>135⁰⁰</u> X | 5 | = \$ <u>675⁰⁰</u> |
| 11L-15 Champ Guide Grip 3 Rib—F-2 8 ply <i>SAMSON</i> | \$ <u>83⁰⁰</u> X | 8 | = \$ <u>664⁰⁰</u> |
| 12.4-24 Super All Traction 23°—R-1 8 ply <i>FIRESTONE</i> | \$ <u>314⁰⁰</u> X | 12 | = \$ <u>3768⁰⁰</u> |
| 340/85R24 Radial 6000—R-1W 8 ply <i>FIRESTONE</i> | \$ <u>657⁰⁰</u> X | 5 | = \$ <u>3270⁰⁰</u> |
| 380/85R24 Radial 6000—R-1W 8 ply <i>BKT</i> | \$ <u>450⁰⁰</u> X | 5 | = \$ <u>2250⁰⁰</u> |
| 18.4-30 Champ Spade Grip—R-2 6 ply <i>FIRESTONE</i> | \$ <u>928⁰⁰</u> X | 4 | = \$ <u>3712⁰⁰</u> |
| 18.4-30 Champ Spade Grip—R-2 10 ply <i>FIRESTONE</i> | \$ <u>1275⁰⁰</u> X | 4 | = \$ <u>5100⁰⁰</u> |
| 16.9-34 Traction Field & Road—R-1 8 ply <i>SAMSON (6 ply)</i> | \$ <u>390⁰⁰</u> X | 5 | = \$ <u>1950⁰⁰</u> |
| 18.4-34 Traction Field & Road—R-1 8 ply <i>SAMSON</i> | \$ <u>420⁰⁰</u> X | 5 | = \$ <u>2100⁰⁰</u> |
| 18.4R38 Radial All Traction 23° 8 ply <i>FIRESTONE</i> | \$ <u>880⁰⁰</u> X | 5 | = \$ <u>4400⁰⁰</u> |

TOTAL FOR SECTION 8:

\$ 28 689⁰⁰

*SECTION 9: GOODYEAR BRAND ONLY.

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|--|--------------------------------|-----------|--------------------------------|
| *15.5X25 SGL DL 2A NY TL F/12 (123-894-463) <i>SAMSON</i> | \$ <u>365⁰⁰</u> X | 5 | = \$ <u>1825⁰⁰</u> |
| 17.5X25 Rock lug 16 ply TI <i>SAMSON</i> | \$ <u>480⁰⁰</u> X | 5 | = \$ <u>2400⁰⁰</u> |
| 13.00X24 grader 12 ply TL SG6-2A <i>SAMSON</i> | \$ <u>290⁰⁰</u> X | 8 | = \$ <u>2320⁰⁰</u> |
| *13.00R24 SGG 2A NY TL F/12 (123-398-464) <i>Bridgestone</i> | \$ <u>980⁰⁰</u> X | 5 | = \$ <u>4,900⁰⁰</u> |
| 14.00X24 Grader 12 ply TL SGG-2A <i>SAMSON</i> | \$ <u>320⁰⁰</u> X | 8 | = \$ <u>2560⁰⁰</u> |
| 20.5R25 1 GP2B6STL <i>TRIANGLE</i> | \$ <u>1,855⁰⁰</u> X | 5 | = \$ <u>9,265⁰⁰</u> |
| 14.00R24 GS2BG2TL <i>SAMSON G-2 ONE STAR</i> | \$ <u>489⁰⁰</u> X | 6 | = \$ <u>2,934⁰⁰</u> |

TOTAL FOR SECTION 9:

\$ 16,204⁰⁰Initials of Bidder: PW

*Amended 11/30/09

***SECTION 10: TIRES PRIMARILY FOR CITY OF SUGAR LAND-MICHELIN BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|--|-------------------------------|-----------|-------------------------------|
| 225/70R19.5 X XZE <i>SAMSON GL83</i> | \$ <u>105⁰⁰</u> X | 40 | = \$ <u>4200⁰⁰</u> |
| *315/80RR22.5 XZA Energy <i>COOPER RM185</i> | \$ <u>255⁰⁰</u> X | 8 | = \$ <u>2040⁰⁰</u> |
| 385/65R22.5 XFE <i>ROADLUX</i> | \$ <u>300⁰⁰</u> X | 4 | = \$ <u>1200⁰⁰</u> |
| 425/65R22.5 XFE <i>ROADLUX</i> | \$ <u>370⁰⁰</u> X | 12 | = \$ <u>4440⁰⁰</u> |
| 425/65R22.5 XTE2 <i>ROADLUX</i> | \$ <u>370⁰⁰</u> X | 4 | = \$ <u>1480⁰⁰</u> |
| 10R22.5 XDE M/S <i>SAMSON</i> | \$ <u>163⁰⁰</u> X | 4 | = \$ <u>652⁰⁰</u> |
| 11R22.5 XDN2 <i>COOPER RM235</i> | \$ <u>200⁰⁰</u> X | 8 | = \$ <u>1600⁰⁰</u> |
| 11R22.5 XZE <i>COOPER RM185</i> | \$ <u>184⁰⁰</u> X | 4 | = \$ <u>736⁰⁰</u> |
| 11R22.5 XZE <i>COOPER RM185</i> | \$ <u>184⁰⁰</u> X | 8 | = \$ <u>1472⁰⁰</u> |
| 11R22.5 XZE2 <i>COOPER RM185</i> | \$ <u>184⁰⁰</u> X | 32 | = \$ <u>5888⁰⁰</u> |
| 12R22.5 XDN2 <i>SAMSON</i> | \$ <u>240⁰⁰</u> X | 32 | = \$ <u>7680⁰⁰</u> |
| 12R22.5 XZE <i>SAMSON</i> | \$ <u>215⁰⁰</u> X | 4 | = \$ <u>860⁰⁰</u> |
| TOTAL FOR SECTION 10: | \$ <u>32 248⁰⁰</u> | | |

***SECTION 11: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GOODYEAR BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|--|------------------------------|-----------|--------------------------------|
| 425/65R22.5 G286 <i>ROADLUX</i> | \$ <u>370⁰⁰</u> X | 4 | = \$ <u>1,480⁰⁰</u> |
| *11R22.5 G149 <i>COOPER RM185</i> | \$ <u>184⁰⁰</u> X | 2 | = \$ <u>368⁰⁰</u> |
| *11R22.5 G661 <i>T.O. M154</i> | \$ <u>276⁰⁰</u> X | 2 | = \$ <u>552⁰⁰</u> |
| 11R22.5 G150HAS <i>COOPER RM185</i> | \$ <u>184⁰⁰</u> X | 2 | = \$ <u>368⁰⁰</u> |
| ST225/75R15 Marathon Radial <i>GLADIATOR</i> | \$ <u>52⁰⁰</u> X | 2 | = \$ <u>104⁰⁰</u> |
| ST235/80R16 Marathon Radial <i>Westlake</i> | \$ <u>81⁰⁰</u> X | 2 | = \$ <u>162⁰⁰</u> |
| TOTAL FOR SECTION 11: | \$ <u>2,034⁰⁰</u> | | |

Initials of Bidder: PW

DISQ

SECTION 12: TIRES PRIMARILY FOR CITY OF SUGAR LAND-B F GOODRICH BRAND ONLY.

| Description | Unit Price | Est. Qty. | Extended Price |
|--------------------------------------|------------------------|-----------|------------------------|
| 425/65R22.5 LRL Radial ST565 ROADLUX | \$ 390 ⁰⁰ X | 4 | =\$ 1560 ⁰⁰ |
| TOTAL FOR SECTION 12: | | | \$ 1560 ⁰⁰ |

SECTION 13: TIRES PRIMARILY FOR CITY OF SUGAR LAND-BRIDGESTONE BRAND ONLY.

DISQ

| Description | Unit Price | Est. Qty. | Extended Price |
|-------------------------------------|------------------------|-----------|-----------------------|
| 315/80R22.5 M860 COOPER RM185 | \$ 255 ⁰⁰ X | 2 | =\$ 510 ⁰⁰ |
| 10R22.5 R250 SAMSON | \$ 165 ⁰⁰ X | 2 | =\$ 330 ⁰⁰ |
| 11R22.5 V Steel MIX711 COOPER RM235 | \$ 210 ⁰⁰ X | 2 | =\$ 420 ⁰⁰ |
| 11R22.5 R250ED COOPER RM185 | \$ 184 ⁰⁰ X | 2 | =\$ 368 ⁰⁰ |
| TOTAL FOR SECTION 13: | | | \$ 1628 ⁰⁰ |

SECTION 14: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GENERIC.

~~DISQ~~

| Description | Unit Price | Est. Qty. | Extended Price |
|------------------------|------------------------|-----------|-----------------------|
| 11L-16SL F-3 CARUSLE | \$ 109 ⁰⁰ X | 2 | =\$ 218 ⁰⁰ |
| 19.5L-24 12 Ply SAMSON | \$ 375 ⁰⁰ X | 2 | =\$ 750 ⁰⁰ |
| 16.9-24 R-4 SAMSON | \$ 315 ⁰⁰ X | 2 | =\$ 630 ⁰⁰ |
| 11L-16 SAMSON | \$ 68 ⁰⁰ X | 2 | =\$ 136 ⁰⁰ |
| 13.6-28 SAMSON | \$ 225 ⁰⁰ X | 2 | =\$ 450 ⁰⁰ |
| 6.50-16 SAMSON | \$ 45 ⁰⁰ X | 2 | =\$ 90 ⁰⁰ |
| TOTAL FOR SECTION 14: | | | \$ 2274 ⁰⁰ |

Initials of Bidder: PN

Term Contract for Purchase of Tires
Bid 10-036

Contract Sheet

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 15th day of December, 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 A to Z Tire & Battery, Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Tires** 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 15th day of December, 2009.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Philip Nussbaum
Signature of Contractor

By: Philip Nussbaum, President
Printed Name and Title

Initials of Bidder: PN

**LEGAL NOTICE
INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, DECEMBER 3, 2009 at 1:30 P.M. (CST)**. All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

1. **BID 10-034 – PICKUP TRUCKS;**
2. **BID 10-035 – PAUPER BURIALS, TRANSPORTS AND RELATED SERVICES;**
3. **BID 10-036 – TIRES;**
4. **BID 10-037 – ON-SITE CLEARING, GRUBBING, AND DEBRIS REMOVAL SERVICES
FOR VARIOUS ROAD PROJECTS;**
5. **BID 10-038 – WINDOW WASHING OF VARIOUS COUNTY BUILDINGS.**

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas




Corporate Headquarters

812 West 4th P. O. Box 9138 806-373-2592 Fax 806-373-6504 Amarillo, TX 79101

WARRANTY

All workmanship and material defects will be warranted up to 3/32-tread depth. Adjustments will be made on a prorated basis according to the tread depth remaining on the tire.

Age limit will be four (4) years from the date of manufacturing.

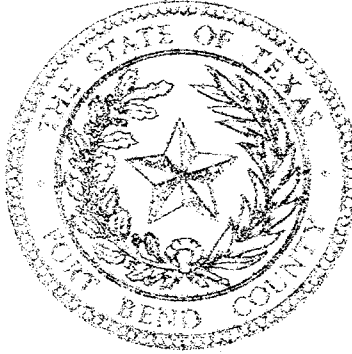

Signature

Philip Nussbaum, President
Printed Name, Title

December 10, 2009
Date

Albuquerque Amarillo Austin Billings Corpus Christi Dallas Denver Farmington Hereford Hobbs
Houston Laredo Livingston Lubbock Phoenix San Antonio Waco Wichita Falls

****Amended 11/30/09
Fort Bend County, Texas
Invitation for Bid***



5
10

***Term Contract for the Purchase of Tires
for Fort Bend County
BID 10-036***

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, December 10, 2009
1:30 PM (Central)**

MARK ENVELOPE:

**BID 10-036
Tires**

***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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 11/04/09
Issued: 11/18/09

Vendor Information

Snider Tire Inc.
Legal Name of Contracting Company

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

713-649-8985 / 713-649-5590
Telephone Number Facsimile Number

8901 Market Street
Complete Mailing Address (for Correspondence)

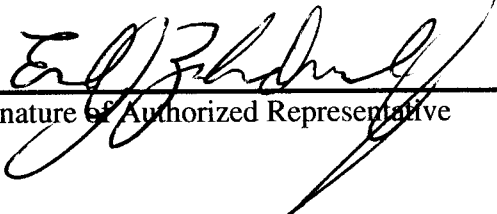
Houston Tx 77029
City, State and Zip Code

P.O. Box 751135
Complete Remittance Address (if different from above)

Charlotte Nc. 28275
City, State and Zip Code

Emil J. Zahradnik Jr. SALESMAN
Authorized Representative and Title (printed)

ezahradnik@Snidertire.com
Authorized Representative's Email Address


Signature of Authorized Representative

Initials of Bidder: EJZ

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: EJZ

- 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: ESZ

- 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.

Initials of Bidder: EJZ

- 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: EJ 2

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: EJZ

- 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.

Initials of Bidder: EJZ

- 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 may not be considered, except in those extreme cases of public calamity or endangerment.

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.

Initials of Bidder: EJZ

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: ETZ

- 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.

Initials of Bidder: EVZ

- 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.

Initials of Bidder: ETZ

- 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 effect 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 contract with one (1) or more vendors to provide tires to Fort Bend County, which meet or exceed the specifications contained herein.

Initials of Bidder: ETZ

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

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.

6.0 GENERAL:

- 6.1 Vendor must bid on all items in section for bid to be considered.
- 6.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 6.3 No minimum orders, by quantity or dollar amount.
- 6.4 All prices are F.O.B. Fort Bend County.

7.0 DELIVERY:

- 7.1 Vendor must complete delivery within two (2) working days after receipt of purchase order unless otherwise stated.
- 7.2 In those extremely rare cases where a Department needs a particular tire(s) immediately, Fort Bend County reserves the right to purchase that tire(s) on the open market without endangering this contract.
- 7.3 The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.
- 7.4 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 7.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday thru Friday.
- 7.6 No deliveries on County holidays.

Initials of Bidder: EJZ

***Amended 11/30/09**

7.7 Deliveries will be made to the following departments:

Road and Bridge
201 Payne Lane
Crabb Texas 77469

Road and Bridge
12919 1/2 Dairy Ashford
Sugar Land Texas 77478

Road and Bridge
3743 School Street
Needville Texas 77461

Road and Bridge
19310 Beechnut
Richmond Texas 77469

Drainage District
1022 Blume Road
Rosenberg Texas 77471

Vehicle Maintenance
230 Legion Drive
Richmond Texas 77469

8.0 VENDOR SELECTION:

This contract will be awarded to the lowest and best bid per section.

9.0 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.

***10.0 SPECIFICATIONS:**

***SECTION 01: GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|--------------------------------------|-------------------|------------------|-----------------------|
| P225/60R16 Pursuit v-rated | \$_____X | 1100 | =\$_____ |
| P235/55R17 Eagle RSA Pursuit W-rated | \$_____X | 500 | =\$_____ |
| TOTAL FOR SECTION 01: | \$ <u>NO BID</u> | | |

***SECTION 2: GOODYEAR ONLY**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|---|-------------------|------------------|-----------------------|
| P255/65R16 Eagle LS | \$_____X | 10 | =\$_____ |
| *LT235/75R15 Wrangler MT/R 6 ply (outline white letter) | \$_____X | 20 | =\$_____ |

Initials of Bidder: EJZ

*Amended 11/30/09

***SECTION 2: (Cont'd)**

| Description | Unit Price | Est. Qty. | Extended Price |
|---|-------------------|------------------|-----------------------|
| P235/75R15 Wrangler RT/S XL | \$_____X | 20 | =\$_____ |
| P255/70R15 Eagle GT II | \$_____X | 100 | =\$_____ |
| P235/75R16 Wrangler ST BW | \$_____X | 20 | =\$_____ |
| LT235/85R16 Wrangler HT 10 ply | \$_____X | 20 | =\$_____ |
| *LT235/85R16 Wrangler MT/R with Kevlar or DuraTrac, 10 ply required | \$_____X | 20 | =\$_____ |
| LT245/75R16 Wrangler HT load range E | \$_____X | 100 | =\$_____ |
| *LT245/75R16 Wrangler MT/R 10 ply (outline white letter) | \$_____X | 20 | =\$_____ |
| *P245/75R16 Wrangler RT/S (outline white letter) | \$_____X | 20 | =\$_____ |
| *LT245/75R16 Wrangler RT/S 10 ply (outline white letter) | \$_____X | 10 | =\$_____ |
| *LT265/75R16 Wrangler RT/S 10 ply (must be highway or all terrain, not mud) | \$_____X | 60 | =\$_____ |
| *LT265/75R16 Wrangler MT/R 8 ply with Kevlar | \$_____X | 30 | =\$_____ |
| P255/70R16 Wrangler RT/S | \$_____X | 90 | =\$_____ |
| *LT245/70R17 Wrangler MT/R 10 ply with Kevlar | \$_____X | 10 | =\$_____ |
| P265/70R17 Wrangler AT/S | \$_____X | 10 | =\$_____ |
| LT265/70R17 Wrangler AT/S 6 ply | \$_____X | 10 | =\$_____ |
| *LT265/70R17 Wrangler MT/R 6 ply with Kevlar | \$_____X | 10 | =\$_____ |
| 7.50 x 16 Workhorse Rib 8 ply | \$_____X | 12 | =\$_____ |
| 7.00 x 15 Workhorse | \$_____X | 30 | =\$_____ |
| LT275/65R18 Wrangler AT/S VSB 10 ply | \$_____X | 10 | =\$_____ |
| LT275/65R18 Wrangler AT/S OWL 10 ply | \$_____X | 10 | =\$_____ |
| P275/65R18 Wrangler SR-A OWL SL | \$_____X | 10 | =\$_____ |
| TOTAL FOR SECTION 2: | \$ <u>NO BID</u> | | |

Initials of Bidder: EJZ

*Amended 11/30/09

SECTION 3: BF GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------|-------------------|------------------|-----------------------|
| 225/70R19.5 ST230 14 Ply | \$ _____ X | 4 | =\$ _____ |
| TOTAL FOR SECTION 3: | \$ <u>NO BID</u> | | |

SECTION 4: BF GOODRICH BRAND ONLY

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------|-------------------|------------------|-----------------------|
| 11R22.5 DR675 16 ply | \$ _____ X | 10 | =\$ _____ |
| TOTAL FOR SECTION 4: | \$ <u>NO BID</u> | | |

***SECTION 5: GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------------|------------------------------|------------------|-------------------------------|
| 9.00R20 G149 RSA 12 ply | \$ <u>235⁰⁰</u> X | 4 | =\$ <u>940⁰⁰</u> |
| *9.00R20 G124 12 ply (138-366-759) | \$ <u>245⁰⁰</u> X | 4 | =\$ <u>980⁰⁰</u> |
| 10.00R20 G149 RSA 14 ply | \$ <u>267⁰⁰</u> X | 4 | =\$ <u>1056⁰⁰</u> |
| 10.00R20 G287 MSA 16 ply | \$ <u>280⁰⁰</u> X | 8 | =\$ <u>2240⁰⁰</u> |
| 11R22.5 G287 MSA 16 ply | \$ <u>292⁰⁰</u> X | 100 | =\$ <u>29200⁰⁰</u> |
| 11R22.5 G288 MSA 16 ply | \$ <u>308⁰⁰</u> X | 100 | =\$ <u>30800⁰⁰</u> |
| 11R22.5 G177 16 ply | \$ <u>318⁰⁰</u> X | 12 | =\$ <u>3816⁰⁰</u> |
| 11R22.5 G395 LHS 14 ply | \$ <u>270⁰⁰</u> X | 12 | =\$ <u>3240⁰⁰</u> |
| 11R22.5 G395 LHS 16 ply | \$ <u>275⁰⁰</u> X | 12 | =\$ <u>3300⁰⁰</u> |
| *12R22.5 G149 RSA 16 ply | \$ <u>317⁰⁰</u> X | 6 | =\$ <u>1902⁰⁰</u> |
| 315/80R22.5 G291 18 ply | \$ <u>365⁰⁰</u> X | 6 | =\$ <u>2190⁰⁰</u> |
| 385/65R22.5 G178SS 18 ply | \$ <u>455⁰⁰</u> X | 4 | =\$ <u>1820⁰⁰</u> |
| TOTAL FOR SECTION 5: | \$ <u>81484⁰⁰</u> | | |

Initials of Bidder: EJZ

SECTION 6: MICHELIN BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------------|-------------------|------------------|-----------------------|
| 12.4-24 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 13.6R24 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 14.9R24 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R30 R-1W Radial Agribib 8 ply | \$_____X | 4 | =\$_____ |
| 16.9R34 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R38 R-1W Radial Agribib 8 ply | \$_____X | 5 | =\$_____ |
| 380/85R24 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4 R34 R-1W Radial 8 ply | \$_____X | 5 | =\$_____ |
| 23.1 – 26 10 ply tubeless | \$_____X | 10 | =\$_____ |
| TOTAL FOR SECTION 6: | \$ <u>NO BID</u> | | |

SECTION 7: BF GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------------|-------------------|------------------|-----------------------|
| 12.4-24 Power Gripper TL 8 ply | \$_____X | 12 | =\$_____ |
| 13.6R24 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 14.9-24 R-1 Power Gripper TL 8 ply | \$_____X | 4 | =\$_____ |
| 380/85R24 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-30 Power Gripper TL 8 ply | \$_____X | 12 | =\$_____ |
| 16.9-34 R-1Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 16.9R34 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-34 R-1 Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R34 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-38 R-1 Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R38 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 23.1 – 26 10 ply tubeless | \$_____X | 10 | =\$_____ |
| TOTAL FOR SECTION 7: | \$ <u>NO BID</u> | | |

Initials of Bidder: EJZ

*Amended 11/30/09

SECTION 8: BRIDGESTONE/FIRESTONE BRAND ONLY

| Description | Unit Price | Est. Qty. | Extended Price |
|--|-------------------|------------------|-----------------------|
| 10.00-16 Champ Guide Grip 3 Rib--F-2 8 ply | \$_____X | 8 | =\$_____ |
| 11.00X16 Champ Guide Grip 3Rib—F-2 8ply | \$_____X | 5 | =\$_____ |
| 11L-15 Champ Guide Grip 3 Rib—F-2 8 ply | \$_____X | 8 | =\$_____ |
| 12.4-24 Super All Traction 23°—R-1 8 ply | \$_____X | 12 | =\$_____ |
| 340/85R24 Radial 6000—R-1W 8 ply | \$_____X | 5 | =\$_____ |
| 380/85R24 Radial 6000—R-1W 8 ply | \$_____X | 5 | =\$_____ |
| 18.4-30 Champ Spade Grip—R-2 6 ply | \$_____X | 4 | =\$_____ |
| 18.4-30 Champ Spade Grip—R-2 10 ply | \$_____X | 4 | =\$_____ |
| 16.9-34 Traction Field & Road—R-1 8 ply | \$_____X | 5 | =\$_____ |
| 18.4-34 Traction Field & Road—R-1 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R38 Radial All Traction 23° 8 ply | \$_____X | 5 | =\$_____ |

TOTAL FOR SECTION 8:\$ NO BID***SECTION 9: GOODYEAR BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|---|-------------------|------------------|-----------------------|
| *15.5X25 SGL DL 2A NY TL F/12 (123-894-463) | \$_____X | 5 | =\$_____ |
| 17.5X25 Rock lug 16 ply TI | \$_____X | 5 | =\$_____ |
| 13.00X24 grader 12 ply TL SG6-2A | \$_____X | 8 | =\$_____ |
| *13.00R24 SGG 2A NY TL F/12 (123-398-464) | \$_____X | 5 | =\$_____ |
| 14.00X24 Grader 12 ply TL SGG-2A | \$_____X | 8 | =\$_____ |
| 20.5R25 1 GP2B6STL | \$_____X | 5 | =\$_____ |
| 14.00R24 GS2BG2TL | \$_____X | 6 | =\$_____ |

TOTAL FOR SECTION 9:\$ NO BIDInitials of Bidder: EJZ

*Amended 11/30/09

***SECTION 10: TIRES PRIMARILY FOR CITY OF SUGAR LAND-MICHELIN BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|--------------------|------------------|-----------------------|
| 225/70R19.5 X XZE | \$ <u>203.12</u> X | 40 | =\$ <u>8324.80</u> |
| *315/80RR22.5 XZA Energy | \$ <u>467.94</u> X | 8 | =\$ <u>3743.52</u> |
| 385/65R22.5 XFE | \$ <u>469.61</u> X | 4 | =\$ <u>1878.48</u> |
| 425/65R22.5 XFE | \$ <u>477.13</u> X | 12 | =\$ <u>5726.16</u> |
| 425/65R22.5 XTE2 | \$ <u>546.67</u> X | 4 | =\$ <u>2186.68</u> |
| 10R22.5 XDE M/S | \$ <u>288.15</u> X | 4 | =\$ <u>1152.60</u> |
| 11R22.5 XDN2 | \$ <u>355.95</u> X | 8 | =\$ <u>2680.40</u> |
| 11R22.5 XZE | \$ <u>257.16</u> X | 4 | =\$ <u>1028.64</u> |
| 11R22.5 XZE | \$ <u>257.16</u> X | 8 | =\$ <u>2057.28</u> |
| 11R22.5 XZE2 | \$ <u>282.39</u> X | 32 | =\$ <u>9036.48</u> |
| 12R22.5 XDN2 | \$ <u>355.41</u> X | 32 | =\$ <u>11373.12</u> |
| 12R22.5 XZE | \$ <u>348.30</u> X | 4 | =\$ <u>1393.20</u> |
| TOTAL FOR SECTION 10: | \$ <u>50581.96</u> | | |

***SECTION 11: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------|------------------|-----------------------|
| 425/65R22.5 G286 | \$ _____ X | 4 | =\$ _____ |
| *11R22.5 G149 | \$ _____ X | 2 | =\$ _____ |
| *11R22.5 G661 | \$ _____ X | 2 | =\$ _____ |
| 11R22.5 G150HAS | \$ _____ X | 2 | =\$ _____ |
| ST225/75R15 Marathon Radial | \$ _____ X | 2 | =\$ _____ |
| ST235/80R16 Marathon Radial | \$ _____ X | 2 | =\$ _____ |
| TOTAL FOR SECTION 11: | \$ <u>NO BID</u> | | |

Initials of Bidder: EJZ

SECTION 12: TIRES PRIMARILY FOR CITY OF SUGAR LAND-B F GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------|------------------|-----------------------|
| 425/65R22.5 LRL Radial ST565 | \$_____X | 4 | =\$_____ |
| TOTAL FOR SECTION 12: | \$ <u>NO BID</u> | | |

SECTION 13: TIRES PRIMARILY FOR CITY OF SUGAR LAND-BRIDGESTONE BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------|------------------|-----------------------|
| 315/80R22.5 M860 | \$_____X | 2 | =\$_____ |
| 10R22.5 R250 | \$_____X | 2 | =\$_____ |
| 11R22.5 V Steel MIX711 | \$_____X | 2 | =\$_____ |
| 11R22.5 R250ED | \$_____X | 2 | =\$_____ |
| TOTAL FOR SECTION 13: | \$ <u>NO BID</u> | | |

SECTION 14: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GENERIC.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------|------------------|-----------------------|
| 11L-16SL F-3 | \$_____X | 2 | =\$_____ |
| 19.5L-24 12 Ply | \$_____X | 2 | =\$_____ |
| 16.9-24 R-4 | \$_____X | 2 | =\$_____ |
| 11L-16 | \$_____X | 2 | =\$_____ |
| 13.6-28 | \$_____X | 2 | =\$_____ |
| 6.50-16 | \$_____X | 2 | =\$_____ |
| TOTAL FOR SECTION 14: | \$ <u>NO BID</u> | | |

Initials of Bidder: EJZ

**Term Contract for Purchase of Tires
Bid 10-036**

Contract Sheet

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 15th day of December, 20 09, 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 Snider Tire Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Tires** 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 15th day of December, 20 09.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Emil J. Zahradnik Jr.
Signature of Contractor

By: Emil J. Zahradnik Jr.
SALES MAN Printed Name and Title

Initials of Bidder: _____

**Amended 11/30/09
Fort Bend County, Texas
Invitation for Bid*



3
4
6
10
12
14

*Term Contract for the Purchase of Tires
for Fort Bend County
BID 10-036*

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, December 10, 2009
1:30 PM (Central)

MARK ENVELOPE:

BID 10-036
Tires

*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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 11/04/09
Issued: 11/18/09

Vendor Information

Strouhal Tire Centers
Legal Name of Contracting Company

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

713-672-2666 713-672-1847
Telephone Number Facsimile Number

9252 Wallisville Rd, Houston Texas 77013
Complete Mailing Address (for Correspondence)


Houston, Texas 77013
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Dwayne Anderson Commercial Salesman
Authorized Representative and Title (printed)

danderson@strouhaltire.com
Authorized Representative's Email Address


Signature of Authorized Representative

Initials of Bidder: DA

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: DA

- 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: DA

- 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.

Initials of Bidder:

DA

- 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: DA

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: DA

- 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.

Initials of Bidder: DA

- 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 may not be considered, except in those extreme cases of public calamity or endangerment.

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.

Initials of Bidder: DA

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:

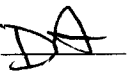
2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and 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: DA

- 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.

Initials of Bidder: DA

- 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.

Initials of Bidder: 

- 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 effect 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 contract with one (1) or more vendors to provide tires to Fort Bend County, which meet or exceed the specifications contained herein.

Initials of Bidder: DA

4.0 PERIOD OF CONTRACT:

This contract is for the period ending **30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

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.

6.0 GENERAL:

- 6.1 Vendor must bid on all items in section for bid to be considered.
- 6.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 6.3 No minimum orders, by quantity or dollar amount.
- 6.4 All prices are F.O.B. Fort Bend County.

7.0 DELIVERY:

- 7.1 Vendor must complete delivery within two (2) working days after receipt of purchase order unless otherwise stated.
- 7.2 In those extremely rare cases where a Department needs a particular tire(s) immediately, Fort Bend County reserves the right to purchase that tire(s) on the open market without endangering this contract.
- 7.3 The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.
- 7.4 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 7.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday thru Friday.
- 7.6 No deliveries on County holidays.

Initials of Bidder: DA

***Amended 11/30/09**

7.7 Deliveries will be made to the following departments:

Road and Bridge
201 Payne Lane
Crabb Texas 77469

Road and Bridge
12919 1/2 Dairy Ashford
Sugar Land Texas 77478

Road and Bridge
3743 School Street
Needville Texas 77461

Road and Bridge
19310 Beechnut
Richmond Texas 77469

Drainage District
1022 Blume Road
Rosenberg Texas 77471

Vehicle Maintenance
230 Legion Drive
Richmond Texas 77469

8.0 VENDOR SELECTION:

This contract will be awarded to the lowest and best bid per section.

9.0 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.

***10.0 SPECIFICATIONS:**

***SECTION 01: GOODYEAR BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|--------------------------------------|------------|-----------|----------------|
| P225/60R16 Pursuit v-rated | \$_____X | 1100 | = \$_____ |
| P235/55R17 Eagle RSA Pursuit W-rated | \$_____X | 500 | = \$_____ |
| TOTAL FOR SECTION 01: | \$_____ | | |

***SECTION 2: GOODYEAR ONLY**

| Description | Unit Price | Est. Qty. | Extended Price |
|---|------------|-----------|----------------|
| P255/65R16 Eagle LS | \$_____X | 10 | = \$_____ |
| *LT235/75R15 Wrangler MT/R 6 ply (outline white letter) | \$_____X | 20 | = \$_____ |

Initials of Bidder: DA

Revised 10/30/09

***SECTION 2: (Cont'd)**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty</u> | <u>Extended Price</u> |
|---|-------------------|-----------------|-----------------------|
| P235/75R15 Wrangler RT/S XL | \$_____X | 20 | =\$_____ |
| P255/70R15 Eagle GT II | \$_____X | 100 | =\$_____ |
| P235/75R16 Wrangler ST BW | \$_____X | 20 | =\$_____ |
| LT235/85R16 Wrangler HT 10 ply | \$_____X | 20 | =\$_____ |
| *LT235/85R16 Wrangler MT/R with Kevlar or DuraTree, 10 ply required | \$_____X | 20 | =\$_____ |
| LT245/75R16 Wrangler HT load range E | \$_____X | 100 | =\$_____ |
| *LT245/75R16 Wrangler MT/R 10 ply (outline white letter) | \$_____X | 20 | =\$_____ |
| *P245/75R16 Wrangler RT/S (outline white letter) | \$_____X | 20 | =\$_____ |
| *LT245/75R16 Wrangler RT/S 10 ply (outline white letter) | \$_____X | 10 | =\$_____ |
| *LT265/75R16 Wrangler RT/S 10 ply (must be highway or all terrain, not mud) | \$_____X | 60 | =\$_____ |
| *LT265/75R16 Wrangler MT/R 8 ply with Kevlar | \$_____X | 30 | =\$_____ |
| P255/70R16 Wrangler RT/S | \$_____X | 90 | =\$_____ |
| *LT245/70R17 Wrangler MT/R 10 ply with Kevlar | \$_____X | 10 | =\$_____ |
| P265/70R17 Wrangler AT/S | \$_____X | 10 | =\$_____ |
| LT265/70R17 Wrangler AT/S 6 ply | \$_____X | 10 | =\$_____ |
| *LT265/70R17 Wrangler MT/R 6 ply with Kevlar | \$_____X | 10 | =\$_____ |
| 7.50 x 16 Workhorse Rib 8 ply | \$_____X | 12 | =\$_____ |
| 7.00 x 15 Workhorse | \$_____X | 30 | =\$_____ |
| LT275/65R18 Wrangler AT/S VSB 10 ply | \$_____X | 10 | =\$_____ |
| LT275/65R18 Wrangler AT/S OWL 10 ply | \$_____X | 10 | =\$_____ |
| P275/65R18 Wrangler SR-A OWL SL | \$_____X | 10 | =\$_____ |
| TOTAL FOR SECTION 2: | \$_____ | | |

Initials of Bidder: DA

*Amended 11/30/09

SECTION 3: BF GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|--------------------------|-------------------|------------------|-----------------------|
| 225/70R19.5 ST230 14 Ply | 175.92X | 4 | = \$ 703.68 |

TOTAL FOR SECTION 3:

\$ 703.68

SECTION 4: BF GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|----------------------|-------------------|------------------|-----------------------|
| 11R22.5 DR675 16 ply | \$278.05X | 10 | = \$2,780.50 |

TOTAL FOR SECTION 4:

\$ 2,780.50

***SECTION 5: GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------------|-------------------|------------------|-----------------------|
| 9.00R20 G140 MSA 12 ply | \$ _____ X | 4 | = \$ _____ |
| *9.00R20 G140 12 ply (138-366-759) | \$ _____ X | 4 | = \$ _____ |
| 10.00R20 G145 RSA 14 ply | \$ _____ X | 4 | = \$ _____ |
| 10.00R20 G287 MSA 16 ply | \$ _____ X | 8 | = \$ _____ |
| 11R22.5 G287 MSA 16 ply | \$ _____ X | 100 | = \$ _____ |
| 11R22.5 G288 MSA 16 ply | \$ _____ X | 100 | = \$ _____ |
| 11R22.5 G177 16 ply | \$ _____ X | 12 | = \$ _____ |
| 11R22.5 G395 LHS 14 ply | \$ _____ X | 12 | = \$ _____ |
| 11R22.5 G395 LHS 16 ply | \$ _____ X | 12 | = \$ _____ |
| *12R22.5 G140 RSA 16 ply | \$ _____ X | 6 | = \$ _____ |
| 315/80R22.5 G291 8 ply | \$ _____ X | 6 | = \$ _____ |
| 385/65R22.5 G178SS 18 ply | \$ _____ X | 4 | = \$ _____ |

TOTAL FOR SECTION 5:

\$ _____

Initials of Bidder: DA

SECTION 6: MICHELIN BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|-----------------------------------|----------------------|------------------|-----------------------|
| 12.4-24 R-1W Radial Agribib 8 ply | \$ <u>517.02</u> X | 5 | =\$ <u>2,585.10</u> |
| 13.6R24 R-1W Radial Agribib 8 ply | \$ <u>625.51</u> X | 5 | =\$ <u>3,127.55</u> |
| 14.9R24 R-1W Radial Agribib 8 ply | \$ <u>725.03</u> X | 5 | =\$ <u>3,625.15</u> |
| 18.4R30 R-1W Radial Agribib 8 ply | \$ <u>1,114.10</u> X | 4 | =\$ <u>4,456.40</u> |
| 16.9R34 R-1W Radial Agribib 8 ply | \$ <u>982.42</u> X | 5 | =\$ <u>4,912.10</u> |
| 18.4R38 R-1W Radial Agribib 8 ply | \$ <u>1,090.91</u> X | 5 | =\$ <u>5,454.55</u> |
| 380/85R24 Power Radial 80 | \$ <u>578.88</u> X | 5 | =\$ <u>2,894.40</u> |
| 18.4 R34 R-1W Radial 8 ply | \$ <u>849.98</u> X | 5 | =\$ <u>4,249.90</u> |
| 23.1 - 26 10 ply tubeless | \$ <u>2190.05</u> X | 10 | =\$ <u>21,900.50</u> |

TOTAL FOR SECTION 6:\$ 53,203.15**SECTION 7: BF GOODRICH BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------------|-------------------|------------------|-----------------------|
| 12.4-24 Power Gripper TL 8 ply | \$_____X | 12 | =\$_____ |
| 13.6R24 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 14.9-24 R-1 Power Gripper TL 8 ply | \$_____X | 4 | =\$_____ |
| 380/85R24 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-30 Power Gripper TL 8 ply | \$_____X | 12 | =\$_____ |
| 16.9-34 R-1 Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 16.9R34 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-34 R-1 Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R34 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 18.4-38 R-1 Power Gripper TL 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R38 Power Radial 80 | \$_____X | 5 | =\$_____ |
| 23.1 - 26 10 ply tubeless | \$_____X | 10 | =\$_____ |

TOTAL FOR SECTION 7:

\$ _____

Initials of Bidder: DA

*Amended 11/30/09

SECTION 8: BRIDGESTONE/FIRESTONE BRAND ONLY

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|--|-------------------|------------------|-----------------------|
| 10.00-16 Champ Guide Grip 3 Rib--F-2 8 ply | \$_____X | 8 | =\$_____ |
| 11.00X16 Champ Guide Grip 3Rib--F-2 8ply | \$_____X | 5 | =\$_____ |
| 11L-15 Champ Guide Grip 3 Rib--F-2 8 ply | \$_____X | 8 | =\$_____ |
| 12.4-24 Super All Traction 23°--R-1 8 ply | \$_____X | 12 | =\$_____ |
| 340/85R24 Radial 6000--R-1W 8 ply | \$_____X | 5 | =\$_____ |
| 380/85R24 Radial 6000--R-1W 8 ply | \$_____X | 5 | =\$_____ |
| 18.4-30 Champ Spade Grip--R-2 6 ply | \$_____X | 4 | =\$_____ |
| 18.4-30 Champ Spade Grip--R-2 10 ply | \$_____X | 4 | =\$_____ |
| 16.9-34 Traction Field & Road--R-1 8 ply | \$_____X | 5 | =\$_____ |
| 18.4-34 Traction Field & Road--R-1 8 ply | \$_____X | 5 | =\$_____ |
| 18.4R38 Radial All Traction 23° 8 ply | \$_____X | 5 | =\$_____ |
| TOTAL FOR SECTION 8: | \$_____ | | |

***SECTION 9: GOODYEAR BRAND ONLY.**

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|---|-------------------|------------------|-----------------------|
| *15.5X25 SGL DL 2A NY TL F/12 (123-894-463) | \$_____X | 5 | =\$_____ |
| 17.5X25 Rock lug 16 ply T1 | \$_____X | 5 | =\$_____ |
| 13.00X24 grader 12 ply TL SG6-2A | \$_____X | 8 | =\$_____ |
| *13.00R24 SGG 2A NY TL F/12 (123-398-464) | \$_____X | 5 | =\$_____ |
| 14.00X24 Grader 12 ply TL SGG-2A | \$_____X | 8 | =\$_____ |
| 20.5R25 1 GP2B6STL | \$_____X | 5 | =\$_____ |
| 14.00R24 GS2BG2TL | \$_____X | 6 | =\$_____ |
| TOTAL FOR SECTION 9: | \$_____ | | |

Initials of Bidder: DA

*Amended 11/30/09

***SECTION 10: TIRES PRIMARILY FOR CITY OF SUGAR LAND-MICHELIN BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|--------------------------|-------------------------------|-----------|---------------------------------|
| 225/70R19.5 X XZE | \$ <u>205.⁰⁰</u> X | 40 | =\$ <u>8,200.⁰⁰</u> |
| *315/80RR22.5 XZA Energy | \$ <u>400.⁰⁰</u> X | 8 | =\$ <u>3,200.⁰⁰</u> |
| 385/65R22.5 XFE | \$ <u>467.⁵⁰</u> X | 4 | =\$ <u>1,870</u> |
| 425/65R22.5 XFE | \$ <u>475.⁰⁰</u> X | 12 | =\$ <u>5,700.⁰⁰</u> |
| 425/65R22.5 XTE2 | \$ <u>543.⁴⁰</u> X | 4 | =\$ <u>2,173.⁶⁰</u> |
| 10R22.5 XDE M/S | \$ <u>288.⁷⁵</u> X | 4 | =\$ <u>1,155.⁰⁰</u> |
| 11R22.5 XDN2 | \$ <u>334.⁹⁵</u> X | 8 | =\$ <u>2,679.⁶⁰</u> |
| 11R22.5 XZE 14ply | \$ <u>273.⁰⁰</u> X | 4 | =\$ <u>1,092.⁰⁰</u> |
| 11R22.5 XZE 16ply | \$ <u>285.⁰⁰</u> X | 8 | =\$ <u>2,280.⁰⁰</u> |
| 11R22.5 XZE2 | \$ <u>296.⁰⁰</u> X | 32 | =\$ <u>9,472.⁰⁰</u> |
| 12R22.5 XDN2 | \$ <u>355.⁰⁰</u> X | 32 | =\$ <u>11,360.⁰⁰</u> |
| 12R22.5 XZE | \$ <u>348.⁰⁰</u> X | 4 | =\$ <u>1,392.⁰⁰</u> |

TOTAL FOR SECTION 10:

\$ 50,573***SECTION 11: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GOODYEAR BRAND ONLY.**

| Description | Unit Price | Est. Qty. | Extended Price |
|-----------------------------|------------|-----------|----------------|
| 425/65R22.5 G286 | \$ _____ X | 4 | =\$ _____ |
| *11R22.5 G149 | \$ _____ X | 2 | =\$ _____ |
| *11R22.5 G661 | \$ _____ X | 2 | =\$ _____ |
| 11R22.5 G150HAS | \$ _____ X | 2 | =\$ _____ |
| ST225/75R15 Marathon Radial | \$ _____ X | 2 | =\$ _____ |
| ST235/80R16 Marathon Radial | \$ _____ X | 2 | =\$ _____ |

TOTAL FOR SECTION 11:

\$ _____

Initials of Bidder: DA

SECTION 12: TIRES PRIMARILY FOR CITY OF SUGAR LAND-B F GOODRICH BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------------------|------------------|-------------------------------|
| 425/65R22.5 LRL Radial ST565 | \$ <u>425.⁰⁰</u> X | 4 | =\$ <u>1700.⁰⁰</u> |
| TOTAL FOR SECTION 12: | | | \$ <u>1,700.⁰⁰</u> |

SECTION 13: TIRES PRIMARILY FOR CITY OF SUGAR LAND-BRIDGESTONE BRAND ONLY.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------|------------------|-----------------------|
| 315/80R22.5 M860 | \$ _____ X | 2 | =\$ _____ |
| 10R22.5 R250 | \$ _____ X | 2 | =\$ _____ |
| 11R22.5 V Steel MIX711 | \$ _____ X | 2 | =\$ _____ |
| 11R22.5 R250ED | \$ _____ X | 2 | =\$ _____ |
| TOTAL FOR SECTION 13: | | | \$ _____ |

SECTION 14: TIRES PRIMARILY FOR CITY OF SUGAR LAND-GENERIC.

| <u>Description</u> | <u>Unit Price</u> | <u>Est. Qty.</u> | <u>Extended Price</u> |
|------------------------------|-------------------------------|------------------|-------------------------------|
| 11L-16SL F-3 | \$ <u>145.⁰⁰</u> X | 2 | =\$ <u>290.⁰⁰</u> |
| 19.5L-24 12 Ply | \$ <u>400.⁰⁰</u> X | 2 | =\$ <u>800.⁰⁰</u> |
| 16.9-24 R-4 | \$ <u>335.⁰⁰</u> X | 2 | =\$ <u>670.⁰⁰</u> |
| 11L-16 | \$ <u>97.⁰⁰</u> X | 2 | =\$ <u>194.⁰⁰</u> |
| 13.6-28 | \$ <u>245.⁰⁰</u> X | 2 | =\$ <u>490.⁰⁰</u> |
| 6.50-16 | \$ <u>65.⁰⁰</u> X | 2 | =\$ <u>130.⁰⁰</u> |
| TOTAL FOR SECTION 14: | | | \$ <u>2,574.⁰⁰</u> |

Initials of Bidder: DA

**Term Contract for Purchase of Tires
Bid 10-036**

Contract Sheet

**THE STATE OF TEXAS
COUNTY OF FORT BEND**


This memorandum of agreement made and entered into on the 15th day of December, 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 Straubel Tire
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Tires** 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 15th day of December 2009.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Dwayne Anderson - salesman
Printed Name and Title

Initials of Bidder: DA

**LEGAL NOTICE
INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, DECEMBER 10, 2009 at 1:30 P.M. (CST)**. All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 10-036 – TIRES

Fort Bend County reserves the right to reject any or all bids.

Unit pricing is required; payment will be by check after products/services are rendered. Bid, payment and performance bonds are not required.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas