

MEMORANDUM

TO: Judge Robert Hebert
County Judge

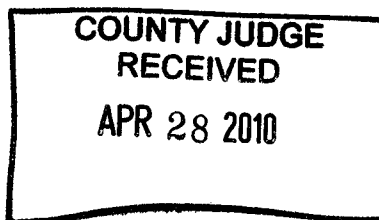
FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court
on April 27, 2010. Thank you.

DATE: April 27, 2010

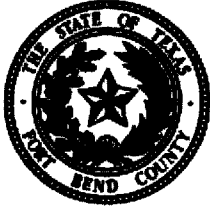
RETURN TO: Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg

AGENDA ITEM 32 D, F



AGENDA ITEM
Drainage # 6

5-4-10 orig. ret. to Cheryl at Purchasing



COUNTY PURCHASING AGENT
Fort Bend County, Texas

853,500
Twamco

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

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

April 5, 2010

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 10-078 – Purchase of 60 ton Trailer

Please see attached ADDENDUM NO. 1.

Replace Page 16 with Amended Pages 16. Amendment is specific to Section 9.0 Unit Bid Price.

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.

Knight Bros LLC dba Twamco TRAILER Mfg.
Company Name

[Signature] 4-6-10
Signature of person receiving addendum Date

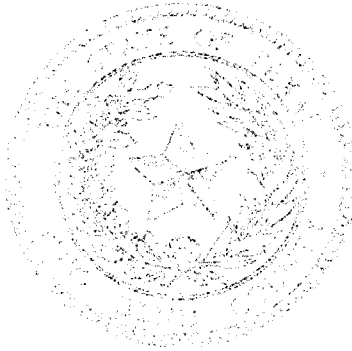
If you have any questions please contact this office.

Sincerely,

[Signature]

Debbie Kaminski, CPPB
Assistant Purchasing Agent

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



**Purchase of 60 Ton Trailer
for Fort Bend County
BID 10-078**

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, April 8, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 10-078
Trailer

**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: 03/20/10
Issued: 03/24/10

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Purchase of 60 Ton Trailer
BID 10-078**

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.

Knight Bros LLC dba Twamco Trailer Mfg.
Legal Name of Contracting Company

Chuck Todd
Contact Person

PO Box 271519 SALT LAKE CITY, Utah 84127
Complete Mailing Address

801-972-8325 801-973-0224
Telephone Number Facsimile Number

chuck.t@twamco.com
Email Address

Chuck Todd 4-5-10
Signature Date

Vendor Information

Knight Bros LLC dba Twamco Trailer Manufacturing
Legal Name of Contracting Company

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

801-972-8325
Telephone Number

801-973-0224
Facsimile Number

P.O. Box 271519 SLC
Complete Mailing Address (for Correspondence)

Salt Lake City, Utah 84127
City, State and Zip Code

1920 W. 3500 So.
Complete Remittance Address (if different from above)

SALT LAKE CITY, Utah 84119
City, State and Zip Code

Chuck Todd Division Manager
Authorized Representative and Title (printed)

chuck.t@twamco.com
Authorized Representative's Email Address


Signature of Authorized Representative

Initials of Bidder: CT

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.

- 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: CT

- 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: CT

- 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: CT

- 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: CT

- 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: CT

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

2.0 TERMS AND CONDITIONS:

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

Initials of Bidder: CT

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: CT

- 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: CT

- 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: CT

- 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 purchase one (1) or more 60 ton trailers from one (1) vendor, which meet or exceed the specifications contained herein.

Initials of Bidder: CT

4.0 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.

5.0 DELIVERY:

Delivery of trailer(s) must be completed within one-hundred twenty (120) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the department listed on said purchase order.

6.0 GENERAL INFORMATION:

- 6.1 Invoice, title application, application for license plates, and all other paperwork must be sent to the ordering department stated on the purchase order.
- 6.2 All titles should read: Fort Bend County c/o Purchasing Department, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

7.0 POINT OF CONTACT:

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

8.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid. Name brands specified are for reference only, see Section 1.18 above.

- 8.1 **Make and Model:** Must be new, 60 ton trailer that meets all specifications.

Twamco TCO120FN

- 8.2 **Axles:** Triple 25,000 lb minimum, oil bath.

Meets Specification: Yes ☒ No ☐

- 8.3 **Brakes:** 16-1/2" x 7" minimum with auto slack adjusters, ABS exempt.

Meets Specification: Yes ☒ No ☐

Initials of Bidder: CT

- 8.4 **Tires:** 11R22.5 LR H tubeless radial.
Meets Specification: Yes ☒ No ☐
- 8.5 **Wheels:** 22.5 x 8.25 10 hole disc.
Meets Specification: Yes ☒ No ☐
- 8.6 **Suspension:** Air ride with manual over-ride.
Meets Specification: Yes ☒ No ☐
- 8.7 **Deck length:** 22' well, ahead of axles.
Meets Specification: Yes ☒ No ☐
- 8.8 **Deck width:** 9'.
Meets Specification: Yes ☒ No ☐
- 8.9 **Decking:** Rough oak hardwood.
Meets Specification: Yes ☒ No ☐
- 8.10 **Deck Height:** 26" with 8" ground clearance.
Meets Specification: Yes ☒ No ☐
- 8.11 **D-Rings:** 15 pair.
Meets Specification: Yes ☒ No ☐
- 8.12 **Wheel Covers:** 3/8" tread plate.
Meets Specification: Yes ☒ No ☐
- 8.13 **Boom Trough Cover:** 3/8" tread plate.
Meets Specification: Yes ☒ No ☐
- 8.14 **Outriggers:** Removable swing-out, 11 pair.
Meets Specification: Yes ☒ No ☐

***AMENDED 4/5/10**

8.15 **Neck Lock:** Manual lock pins with storage racks.

Meets Specification: Yes ☒ No ☐

8.16 **Neck Deck:** Rough oak.

Meets Specification: Yes ☒ No ☐

8.17 **Neck:** Reinforced for side load.

Meets Specification: Yes ☒ No ☐

8.18 **Swing Clearance:** 87", 18" king pin setting.

Meets Specification: Yes ☒ No ☐

8.19 **5th Wheel Height:** 50".

Meets Specification: Yes ☒ No ☐

8.20 **5th Wheel Plate:** 5/8" minimum.

Meets Specification: Yes ☒ No ☐

8.21 **Lights and Wiring:** ICC/DOT, sealed beam.

Meets Specification: Yes ☒ No ☐

8.22 **Tool Trays:** 2 each.

Meets Specification: Yes ☒ No ☐

***9.0 UNIT BID PRICE:**

Unit Bid price for one (1) 60 Ton Trailer meeting all specifications as specified herein.

\$ 53,500

Initials of Bidder: CT

Contract Snee-
10-078

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 27th day of April, 2010, 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 Knight Bros LLC
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **60 Ton Trailer** 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 27th day of April, 2010.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Chuck Todd
Signature of Contractor

By: Chuck Todd Division Manager
Printed Name and Title

**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, APRIL 8, 2010 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 10-078 60 TON TRAILER;**
2. **BID 10-079 DUMP TRUCKS.**

Unit pricing is required; payment will be by check after products/services are rendered. Performance and Payment Bonds are not required.

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

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas



Trailer Mfg

1920 West 3500 South, Salt Lake City, UT 84119

Phone (801) 972-8325 Fax (801) 973-0224

Web site: www.twamco.com Email: chuck.t@twamco.com



60-TON FOLD NECK DOUBLE DROP THREE AXLE LOW BOY TRAILER

Model No.: TCO120FN

Year: 2010

Capacity: 60-ton, trailer carries a minimum of 2-1 static safety factor

Overall Trailer Length: 44' 6" approximately

Deck Length: 22' 0" from neck to first wheel opening

Deck Width: 9'

Deck Height: 26" unloaded.

Rear Deck Height (Axle Area): 42" overall unloaded, covered with reinforced 3/8" floor plate, 26" slope to the main deck top.

Ground Clearance: 8" loaded

Empty Weight: 22,000 lbs

Goose-neck: Twin arm type with floating greased pivot pins, covered with oak decking. Locks in the neck links hold the neck upright when detached from the truck. Locks stored on board when not in use. Includes lifting eye and swedge front for winching onto the tractor. Reinforced for side loading.

Neck Throat: 87" swing clearance

Goose-neck Approach Height: 3"

Neck Width: Full width

King Pin: 2" Twamco floating type with double bushings, setting 18" from neck front, 5/8 wear plate

King Pin Height: 50" (same as tractor fifth wheel height)

Area Over Tires: Covered with reinforced 3/8" reinforced floor plate

Suspension Type: Ride Well 75,000 lb air ride with manual raise and lower valve.

Axles: 3 ea. 25,000 lbs. each, 75,000 lbs. gross, 82 1/2" track, 10 stud unmounted, oil bath hubs.

Wheels: 12 ea. 22.5" x 8.25" 10-hole disc or equal, Disc-type, pilot mount, tubeless type.

Tires: 12 ea. 11R22.5 16 ply (tubeless type)

Brakes: 16 1/2" x 7" full air including maxi brakes with emergency break away protection, auto slacks, out board drums

Lights: Fully lighted to meet all Federal ICC and DOT Regulations, recessed sealed beam lights with mid turn lamps, and continuous reflective tape

Light Plug Socket: (Trailer to Truck) 7-pole (female)

Wiring: Color-coded for convenience, enclosed in metal conduit for protection

Decking: 2" oak (runs longitudinally).

Frame: Four rail type

Removable Locking Swing Type Outriggers: 11 pairs of 2 x 12's

Tie Down Rings: 11 ea. per side of deck, 2 ea. per side of neck, and 1 ea per bolster (2 ea per side) all 1" forged steel type

Boom Trough: Over the axle central area covered with 3/8 floor plate

Main Supporting Beams: All beams have T-1 type steel flanges (100,000 psi) and 80,000 psi or equal webs for additional strength. Main beams in loading deck area are arched approximately 2 1/2" to maintain loaded ground clearance

Flag Holders: 2 ea at each end

Locking Tool Boxes: 2 ea flush mounted in the main deck behind the goose neck.

Paint: Trailer is sandblasted, primed and then top coated 100% with standard safety yellow 2 part epoxy paint

Mud Flaps: Anti sail design

TWAMCO TRAILER MANUFACTURING

1920 WEST 3500 SOUTH

WEST VALLEY CITY, UTAH 84119

PHONE (801) 972-8325

FAX (801) 973-0224

ONE YEAR LIMITED WARRANTY POLICY

All products (hereinafter the "Product") of Twamco Trailer Manufacturing, Inc. (hereinafter the "Manufacturer") carry a 12-month prorated limited warranty from the in service date against defects in materials and workmanship. Product performance under this warranty is limited to specifications as published by Manufacturer at the manufacture date of the Product.

Should any component of the Product prove defective within six (6) months from the date of purchase, the component will be replaced F.O.B. the factory without charge, provided the following criteria have been met:

1. The Product Warranty Registration¹ was properly completed and mailed, via the provided postage-prepaid envelope, to the Manufacturer within ten (10) days of delivery of the Product to customer.
2. Prior approval has been obtained from the service manager of Manufacturer for the return of the defective component(s) or part(s).
3. All defective component(s) or part(s) have been returned to the authorized factory representative in accordance with the return authorization approved by the service manager of Manufacturer within ten (10) days after Manufacturer requires their return for inspection and/or repair or replacement.
4. It is understood and agreed to by both the Manufacturer and customer that the Manufacturer shall have no liability for any equipment or cargo loss, loss of use or any other incidental or consequential damages arising out of the purchase of the Product or which are alleged to have been caused by any of the goods delivered hereunder.

Component parts, equipment, accessories, and items not manufactured by Manufacturer are warranted only to the extent of the warranty provided by the original manufacturer.

One Year Limited Warranty

<u>Month</u>	<u>Manufacturer Pays</u>	<u>Customer Pays</u>
1-through 6	100%	0%
7	90%	10%
8	85%	15%
9	80%	20%
10	70%	30%
11	60%	40%
12	50%	50%

All labor and parts must be authorized by Manufacturer's service manager. Failure to do so will result in NO WARRANTY PAYMENT of any kind.

Manufacturer reserves the right to change specifications and substitute equal- or better-quality components without notice or obligation on all prior models.

The provisions of this Warranty shall not apply to any Product which, in the determination of Manufacturer's service manager, has been subjected to negligence, accident, overloading beyond the applicable weight rating, or which has been modified in any form not specifically authorized by Manufacturer, or which has been subjected to any other misuse wherein the use of the Product exceeded its designed normal service. "Normal service" as referred to herein means usage in the manner and for the purposes for which such Product is generally purchased and utilized and, with respect to cargo-carrying vehicles, also means (unless different capabilities are plainly stated on the face hereof) the loading, unloading and carriage of uniformly-distributed legal loads of no corrosive cargo, properly secured, in a manner which does not subject the vehicles to strains or impacts greater than normally imposed by lawful use on well-maintained public roads, with weights which do not exceed the rated capacity specified on the vehicle identification plate affixed to the vehicle by the Manufacturer prior to delivery.

The Manufacturer makes no warranty whatsoever as to a) parts, accessories or other goods manufactured by others which are specified by customer or installed as a result of customer's requirements (the Manufacturer will provide the customer with any warranties extended to the Manufacturer by the makers or suppliers of such goods); b) any used goods delivered hereunder, regardless of manufacturer, all of which are delivered "as is"; or c) any Product (including new or used vehicles) which, after delivery hereunder, have been repaired or altered by anyone other than the Manufacturer or someone authorized by the Manufacturer unless, in the Manufacturer's reasonable opinion, such repairs are in no way responsible for the condition complained of.

The Warranty does not cover normal wear and exposure on such items as brake shoes, brake controller, brake adjustments, decking, light bulbs, paint, suspension parts and all other normal "short life" items.

NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE OTHER THAN SET FORTH ABOVE IS MADE BY THE MANUFACTURER. THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASE FROM THE MANUFACTURER OR FROM AN AUTHORIZED DEALER OR DISTRIBUTOR OF THE MANUFACTURER AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED BY LAW OR OTHERWISE.

Service Tips

It is advisable for the customer to have the Product maintained and serviced frequently by a licensed and qualified mechanic. Lubrication, care of axles, tire pressure observation, brake adjustment and repair, light bulb replacement, power and hydraulic system inspection, etc. can provide a long life of said Product.

CUSTOMER_____

DATE SOLD:_____

SERIAL NUMBER_____

MODEL:_____CAPACITY_____

IN STATE SERVICE CENTER

CMC Trailers
Greg McCann
2500 Cold Springs Rd
Fort Worth, TX 76164
(817) 625-6175
cmctrailers.net



TRAILER MANUFACTURING

1920 WEST 3500 SOUTH

WEST VALLEY CITY, UTAH 84119

PHONE (801) 972-8325 FAX (801) 973-0224

WARRANTY REGISTRATION

Fill out and return to TWAMCO TRAILER MANUFACTURING, INC. at the above address within ten (10) days from date of delivery of trailer designated below OR
WARRANTY IS VOID.

Serial Number	Model Number	Delivery Date to Purchaser
PURCHASER:	DEALER:	SALES REP:
Name	Name	Name
Address	Address	Address
City	City	City
State, Zip	State, Zip	State, Zip

Type of truck or tractor towing above trailer:
Above trailer to be used primarily for