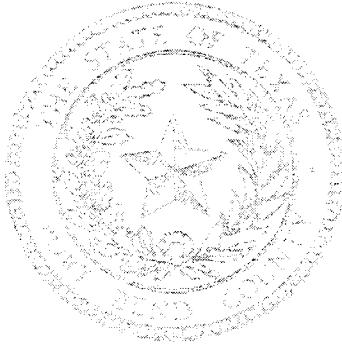


9-16-10 orig. ret. to Cheryl at purchasing

Court Date September 7, 2010

Agenda Item	Bid #	# of Bids
29B	11-010	6
29C	11-009	5
29D	11-008	5
29E	11-007	1
29F	11-006	1
29G	11-005	1
29H	11-004	1
29I	11-003	1
29J	11-002	1
29K	11-001	1
29L	10-121	1
29M	10-117	3

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



9-7
ESTABLISHED 29K

***Term Contract for Purchase and Maintenance of Copy Machines
for Fort Bend County
BID 11-001***

SUBMIT BIDS TO:

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

****NOTE:**

All correspondence must include
Purchasing Department to assist in proper
delivery

SUBMIT NO LATER THAN:

Thursday, August 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-001
Copy Machines

***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

Fort Bend County Specification Download Acknowledgment



***Invitation for Bid
Term Contract for Purchase and Maintenance of Copy Machines
Bid 11-001***

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.

JBCR, Inc. DBA Skelton Business Equipment
Legal Name of Contracting Company

Jim Bever
Contact Person

901 W. Main Tomball, TX 77375
Complete Mailing Address

281-351-5128
Telephone Number

281-351-5130
Facsimile Number

Jim@sbesharp.com
Email Address

James R. Bever, President 8-18-2010
Signature Date

Vendor Information

JBCR, Inc. DBA Skelton Business Equipment

Legal Name of Contracting Company

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

281-351-5128

Telephone Number

281-351-5130

Facsimile Number

901 W. Main

Complete Mailing Address (for Correspondence)

Tomball, TX 77375

City, State and Zip Code

Same

Complete Remittance Address (if different from above)

Same

City, State and Zip Code

James R. Beyer - President

Authorized Representative and Title (printed)

Jim@sbesharp.com

Authorized Representative's Email Address


Signature of Authorized Representative

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.

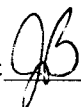
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder 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.

- 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: _____



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.

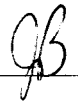
Initials of Bidder: _____



- 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: JB

- 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.

Initials of Bidder: _____



3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for the purchase and maintenance service of copy machines in various Fort Bend County Departments. All products and services shall be performed in accordance with applicable manufacturer's standards and must meet or exceed each and every specification contained herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010** through **30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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 INSURANCE:


Before commencing work, the Respondent shall be required, at its own expense, to furnish the Fort Bend County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of any agreement. Respondent shall obtain and keep in full force and effect until throughout the Project the insurance coverages hereinafter specified; such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

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

6.2 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Respondent as the named insured and Fort Bend County as additional insured with the following coverages and limits:

6.2.1 General Aggregate

\$2,000,000

Initials of Bidder: 

6.2.2	Products Completed Operation – Aggregate	\$2,000,000
6.2.3	Personal Advertising Injury Limit	\$1,000,000
6.2.4	Each Occurrence Limit	\$1,000,000
6.2.5	Fire Damage Limit (any one fire)\	\$50,000
6.2.6	Medical Expense Limit (any one person)	\$5,000

- 6.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:
- 6.3.1 premises/operations coverage;
 - 6.3.2 broad form property damage liability coverage
 - 6.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
 - 6.3.4 XCU coverage;
 - 6.3.5 independent contractors and employees as additional insureds;
 - 6.3.6 contractual liability coverage.
- 6.4 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Respondent as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 6.5 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Respondent and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.
- 6.6 Umbrella Liability Insurance. Umbrella liability insurance naming Respondent as the named insured and Fort Bend County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- 6.7 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.
- 6.8 Builders Risk Insurance. Respondent shall obtain and keep in full force and effect until the final completion, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Respondent, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the construction site awaiting

Initials of Bidder: _____



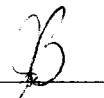
construction, during construction, and until the final completion date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Respondent, architect, subcontractors of any tier and Fort Bend County for loss or damage occurring during the Work and shall name Respondent as the named insured and Fort Bend County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Respondent.

7.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 7.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 7.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 7.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 7.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

Initials of Bidder: _____



- 7.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 7.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 7.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance

8.0 QUANTITY:

As of June 2010, Fort Bend County has, in its inventory, a total of one-hundred and thirty six (136) copy machines. See pages 17 through 20 for the make, model and location of each copy machine offered under this contract. Fort Bend County estimates a County wide annual copy volume of 7,200,000, approximately twenty-seven (27) drum replacements annually, approximately two (2) maintenance kits annually and approximately nine (9) copier replacements annually.

9.0 REFERENCES:

Bidders must submit, **WITH BID**, three (3) references of current copier maintenance contracts. At least one (1) contract must be similar in size, quantity and volume to that of Fort Bend County. References must state company name, contact person, telephone number, mailing address, number of machines and monthly copy volume.

10.0 EXPERIENCE:

Bidders must have a minimum of ten (10) consecutive years (2000-2010) in the copier business. Proof must be included with bid submittal.

11.0 PAYMENT FOR SERVICES RENDERED:

Payment to successful contractor shall be by check, monthly after the fact and within 30 days after receipt of a complete and correct invoice, including meter readings for each machine.

12.0 CURRENT COPIER INVENTORY:

<u>Department</u>	<u>Copier</u>	<u>Serial Number</u>
268th District Court	Sharp MX-M450N	85042617


Initials of Bidder: JB

328th District Court	Sharp AR-M257	75023256
400th District Court	Sharp AR-M237	65044277
434th District Court	Sharp AR-M237	6501972X
Law Academy	HP 9050MFP	JPDL5C1018
Health and Human Services	Sharp AR-M455U	65030809
Administrative Court Services	Sharp 2260	6202907
Adult Probation Fresno Office	Sharp MX-M200D	93044369
Adult Probation RA Fiscal Work Area	Sharp AR-M207	0650636X
Adult Probation Sugar Land	Sharp AR-M355N	55003411
Adult Probation RA CCO	Sharp 2260	86200421
Adult Probation Mo City	Sharp AR-M207E	83008792
Adult Probation RA Intake	Sharp AR-M355U	7E014632
Animal Control	Sharp AR-207	25059780
Auditor / ERP/JST Warroom	Sharp AR-237	65007868
Bail Bond/Veterans	Sharp AR-M207	55125847
Budget Office	Sharp 2260	96212320
Budget Office	Sharp AR-M455N	55012282
Constable Pct 1	Sharp AR-M455	7E006466
Constable Pct 1 Needville	Sharp AL-1610	96505688
Constable Pct 2	HP M4345MFP	CNDC89Q03D
Constable Pct 4 /JP4	HP M4345MFP	CNDC89P09G
County Atty Room 728	Sharp MX-M450N	85022137
County Clerk Research	Sharp 2260	96212380
County Clerk Admin	Sharp AR-M207	55125417
County Clerk Criminal/Juve. Mis	HP 9050MFP	JPTL6DH05X
County Clerk Office Manager	Sharp AR-M205	45004908
County Clerk Recording	HP M4345MFP	CNCC6DL5XD
County Clerk Civil Probate	HP 9050MFP	JPTL77Q0BJ
County Clerk (Miss. City)	Sharp AR-M237	65007928
County Court #1	Sharp AR-M355U	66000658
County Court #2	Sharp AR-M455N	55030253
Community Development	Sharp AR-M350N	75003836
County Judge	Sharp AR-M455N	55023031
Court at Law #3	Sharp AR-M207E	83068783
Court at Law #4	Sharp 2260	76207035
District Attorney - Investigations	Sharp 2260	86200131
District Attorney-Barbara	Samsung 6555N	9D61B1CS200027A
District Attorney - Law Library	Sharp 2260	76201443
District Attorney-Misdemeanor	HP 9050MFP	JPDL61200X
District Attorney - Intake	Sharp AR-M207	55126337
District Attorney-Intake	HP 4345MFP	CNCC6DL60H
District Attorney-Child Adv/Family Law	Sharp 2260	86215645
District Attorney - Hot Checks	Sharp AR-M207E	7307101Y
District Attorney - Child Adv	Sharp AR-M355U	56000350
District Clerk Rm 102	Sharp 2260	86228750
District Clerk Rm 105	Sharp AR-M455N	55040384

Initials of Bidder:

JB

District Clerk Rm 100	Sharp AR-M455N	5504587X
District Clerk Rm 106	Sharp AR-M455N	55022881
District Clerk 6th Floor	Sharp AR-M455UA	660011636
Drainage Shop	Sharp AR-M455N	55031331
Drainage Office	Sharp MX-M200D	93039470
EMS	Sharp 2260	6620694X
Engineering-Mary Jane	Sharp AR-M237	55012727
Extension Service	Sharp AR-M455U	65027048
Extension Service	HP 9050MFP	JPTL79M036
Emergency Management	Sharp MX-M450N	85042567
Emergency Management	Sharp AR-M207	6305595X
Facilities and Planning	HP 4345MFP	CNCC85F07W
Fire Marshal	Sharp MX-M350N	75024024
Health Dept Environmental	Sharp AR-M455N	55035317
Clinical Health Dept. Mo. City	HP 4345MFP	CNDC88412S
Clinical Health Dept	Sharp AR-M455U	55013272
Human Resources	Sharp AR-M455N	65011649
Indigent Health Care	HP 9050MFP	SJPTL78G025
Indigent Health Care	Sharp AR-M455U	65045665
Indigent Services (Clinic)	Sharp 2260	7623050Y
Indigent Health Care Mo. City	HP 9050MFP	JPTL6DH05K
JP Pct #2 Mo City (Courtroom)	Sharp 2260	7623049Y
JP Pct #2 Mo City (Office)	HP 4345MFP	CNDC84F0G7
JP Pct #1-2	HP 4345MFP	CNDC83C08F
JP Pct #1-2	Samsung 5635FN	Z2UGB1BS700244
JP Pct #3	Sharp 2260	76204184
JP Pct #1-1	Sharp AR-M355U	66000914
Jury Assembly	Sharp 2260	86220256
Juvenile Probation Detention	Sharp AR-M237	6505228X
Juvenile Probation Intake #2	Sharp 2260	76400999
Juvenile Probation Administration #1	Sharp MX-M350N	85028444
Juvenile Probation Administration #1	Sharp 2260	76219969
Juvenile Probation Intake #2	Sharp MX-M350U	75050227
Juvenile Probation (Field) #5	Sharp AR-M355U	5502856Y
Rosharon JJAEP Bootcamp #7	Sharp AR-M207E	83095535
Juvenile Probation #3 (Psych)	Sharp MX-M200D	9305384X
Rosenberg JJAEP Bootcamp #6	Sharp AR-M207E	83095565
Law Library	Sharp AR-M237	55014627
Law Library	Sharp AR-M237	6505075X
Library George Memorial-Admin	Sharp MX-M450U	75041057
Library George Memorial-Bus Office	Sharp MX-M450U	85023067
Library George Memorial-Shipping	Sharp 2260	86203041
Library George Memorial-Support Srv	Sharp 2260	16400025
Fair Office	HP 4345MFP	CNDC846D2X
MIS/ Information Technology	HP 9050MFP	JPTL77Q0BX
Precinct 3 Commissioner	Samsung 6555N	9D61B1CS200069J

Initials of Bidder: 

Purchasing Room 103	HP 9050MFP	JPTL72QF01V
Risk Management	HP 9050MFP	JPTL72QF039
Records Management	Sharp AR-M455	6030113
Road and Bridge-Crabb	Sharp MX-M450U	45003438
Road and Bridge-Crabb	Sharp AR-M205	45034748
Precinct 1 Commissioner	Sharp AR-M205E	73070754
Precinct 2 Commissioner	Sharp AR-M355U	56000192
Parks Dept (Kitty Hollow)	HP 4345MFP	CNDC85F016
Public Defender	Samsung 6555N	9D61B1CS400107K
Public Transportation	HP 9050MFP	JPTL6DH05Z
Road & Bridge Needville	Sharp MX-M450U	75004938
Road & Bridge Beechnut	Sharp AR-M205	45090427
Road & Bridge Beechnut	Sharp AR-M207E	93044022
Road & Bridge Dairy Ashford	Sharp AR-M257	7503345Y
Constable Precinct 3	Sharp AR-M355N	65017418
Sheriff Courtroom	Sharp AR-M355U	66002626
Sheriff Dispatch	Sharp AR-M207	63052028
Sheriff Robbery & Homicide	Sharp 2260	86201613
Sheriff's Dept - Kids & Cops	Sharp AR-M355N	55008545
Sheriff Records	Sharp 2260	0620726X
Sheriff Mailroom	Samsung 6555N	9D61B1CS200005N
Sheriff Patrol	Sharp AR-M237	65012378
Sheriff Auto Theft	Sharp 2260	6620750X
Sheriff CID	Samsung 6555N	9D61B1CS200071Z
Sheriff ID	Sharp AR-M455U	65026686
Sheriff	Sharp AR-M355N	6505671X
Sheriff Finance	Sharp AR-M455U	55030064
Child Support Rosenberg	HP 9050MFP	JPEL661028
Internal Affairs	Sharp MX-M200D	93039750
Social Services (Rosenberg)	Sharp 2260	66201759
Social Services (Rosenberg)	Sharp AR-M455U	66003396
Social Services (Missouri City)	Sharp AR-M205	45034708
Social Services (Needville)	Sharp AR-M207E	8309143Y
Tax Office Auto	Sharp AR-M355U	65013811
Tax Office Key File	Sharp AR-M207E	93044012
Tax Office Admin	Sharp AR-M207	55141726
Tax Office Accounting	Sharp AR-M207E	93044192
Tax Office Research	HP 4345MFP	CNJYF15623
Tax Office Call Center	Sharp AR-M207E	93043442
Tax Office Missouri City	Sharp AR-M207E	83068903
Tax Office Sugar Land	Sharp AR-M207E	7306775Y
Treasurer/Court Collections	HP 4345MFP	CNJYF355Y0
Vehicle Maintenance	Sharp 2260	76209865

Initials of Bidder: JB

13.0 MAINTENANCE SERVICE:

- 13.1 Contractor shall provide and install all supplies (i.e. PM kit, toner, developer).
- 13.2 Contractor shall provide all replacement parts, excluding photo receptor drum. All replacement parts shall be new, original manufacturer's parts.
- 13.3 Repairs and/or parts necessitated by abuse, negligence or carelessness as determined by County Purchasing Agent are not included.
- 13.4 This contract is a full service maintenance contract, both preventive and corrective.
- 13.5 This contract does not include copier paper.
- 13.6 Contractor will be responsible for taking a monthly meter reading of each machine under this contract. Invoice for service shall be monthly and include an itemized report of each machine's usage.
- 13.7 Contractor must provide a dedicated technician to service this contract.

14.0 RESPONSE TIME TO SERVICE CALLS:

- 14.1 Response time to calls for service shall be within four (4) working hours after receipt of service request. Calls for service will be made by an employee of the department in need of service. Service is required Monday through Friday 7:00 AM to 5:00 PM at all locations, unless otherwise specified when service call is placed. Failure to perform any services specified herein will be considered grounds for immediate termination of contract.
- 14.2 Contractor agrees to repair all copiers to a level of acceptable performance as determined by County Purchasing Agent.
- 14.3 There is no limit placed on the number of service calls under this contract.
- 14.4 In the event a copy machine can not be repaired within five (5) working days or for a continuation of time for service problems, a loaner copy machine must be provided by the vendor at no cost to the County.

15.0. BID PRICE FOR COPIER MAINTENANCE:

- 15.1 Bid price, cost per copy, all inclusive, all makes and models, excluding HP multi-function units:

\$.0072

Initials of Bidder: JB

15.2 Bid price, cost per copy, all inclusive, HP multi-function units:

\$.015


16.0 DRUM AND MAINTENANCE KITS:

As approved by the Fort Bend County Purchasing Agent, drum replacements and or maintenance kits may be necessary during the year. Drum replacement to include new drum, cleaning unit, drum blade, toner guide plate or toner guide roller, labor and any additional parts to complete replacement and to include removal and disposal of replaced parts. Maintenance kits to include fuser, transfer roller, pickup rollers, and separator rollers, labor and any additional parts to complete replacement and to include removal and disposal of replaced parts.

Samsung 5635FN	\$ <u>117.00</u>	/each	
Samsung 6555N	\$ <u>123.00</u>	/each	✓
Sharp AL-1610	\$ <u>69.00</u>	/each	!
Sharp AR-207/ M205/M207/M207E	\$ <u>38.00</u>	/each	3
Sharp AR-237/M237	\$ <u>33.00</u>	/each	6
Sharp AR-M257	\$ <u>33.00</u>	/each	1
Sharp AR-M355/M455	\$ <u>55.00</u>	/each	10
Sharp MX-M200D	\$ <u>38.00</u>	/each	1
Sharp MX-M350/M450	\$ <u>55.00</u>	/each	1
HP 4345MFP	\$ <u>139.00</u>	/each	
HP 9050MFP	\$ <u>259.00</u>	/each	

17.0 COPIERS:

As approved by the Fort Bend County Purchasing Agent, copier replacements may be necessary during the year. Fort Bend County purchases refurbished and new copy machines. The following parts must be replaced on all refurbished copiers. Failure to replace any part will be cause for cancellation of contract. Vendor must provide a thirty (30) day replacement guarantee if for any reason county is dissatisfied with the purchase. All trade-in copiers must be removed by contractor at no cost to Fort Bend County.

Initials of Bidder: 

Fuser:

- < Heater lamps
- < Upper roller kit
- < Lower roller kit
- < Lever (green)
- < Cleaning rollers
- < Gears (worn)
- < Bearing (upper)
- < Bearing (lower)

Manual Feed Roller Kit:

- < Paper pick-up tire
- < Manual paper feed roller
- < Manual reverse roller

Main Charge Corona:

- < Grid
- < Charge plate
- < Corona blocks

Exposure Unit:

- < Lamp (exposure)

Paper Tray:

- < Shaft
- < Registration clutch

ADF Unit:

- < Document feed belt
- < Gear (worn)
- < Clutch spring (2)
- < Shaft
- < Pick up roller
- < Separator roller
- < Original document feed roller
- < Center drum bearing
- < Clutch spring

Cleaning Unit:

- < 250K maintenance kit
- < Drum cleaning brush
- < Bearing
- < Drum

Developing Unit:

- < Developer
- < Spacers
- < Cleaner seal
- < DV toner seal (front) (Sharp 2060)
- < DV toner seal (rear)
- < V-Ring (2) (Sharp 2060)

Display PCB

- < Print button
- < Number keys
- < Clear all
- < Sorter/Stapler
- < Scroll/display
- < Exposure key
- < Special modes

Price to include delivery, setup and training:

Sharp MX-M200D (New)	\$ <u>1439.00</u>	each
Sharp MXM-350 (Refurbished)	\$ <u>2490.00</u>	each
Sharp MXM-450 (Refurbished)	\$ <u>2590.00</u>	each
Samsung SCX 6555 (New)	\$ <u>3945.00</u>	each
Hewlett Packard 4345mfp (New)	\$ <u>2992.00</u>	each
Hewlett Packard 4345mfp (Refurbished)	\$ <u>2480.00</u>	each
Hewlett Packard 9050mfp (New)	\$ <u>10947.00</u>	each
Hewlett Packard 9050mfp (Refurbished)	\$ <u>7640.00</u>	each
Hewlett Packard DSS Software	\$ <u>315.00</u>	each

Initials of Bidder: JB

18.0 FORMULA:

The following formula will be used to determine the overall lowest and best vendor for this contract.

Section 15.1: cost per copy x 5,472,000 (estimated one year usage) = \$ 39,398.40

Section 15.2: cost per copy x 1,728,000 (estimated one year usage) = \$ 25,920.00

Section 16.0: cost per drum for non HP x see below:

4 each Samsung 6555N +
1 each Sharp AL-1610 +
3 each Sharp AR-207/M205/M207/M207E +
6 each Sharp AR-237/M237 +
1 each Sharp AR-M257 +
10 each Sharp AR-M355/M455 +
1 each Sharp MX-M200D +
1 each Sharp MX-M350/M450) = \$ 1,549.00

Section 16.0: cost per HP maintenance kits x see below:

1 each HP 4345MFP +
1 each HP 9050MFP = \$ 398.00

Section 17.0: cost per machine x see below:

1 each Sharp MX-M200D (New) +
1 each Sharp MXM-350 (Refurbished) +
2 each Sharp MXM-450 (Refurbished) +
2 Samsung SCX 6555 (New) +
2 each Hewlett Packard 4345mfp (Refurbished) +
1 each Hewlett Packard 9050mfp (Refurbished) = \$ 29,599.00

TOTAL: \$ 96,864.40

CONTRACT SHEET

Bid 11-001

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the _____ day of _____, 20____, 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 JBCK, Inc. DBA Skelton Business Equipment (hereinafter designated Contractor),
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for Purchase and Maintenance of Copy Machines 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 _____ day of _____, 20____.

By:

Robert Hebert
Fort Bend County, Texas
County Judge

By:

James R. Beyer
Signature of Contractor

By:

James R. Beyer - President
Printed Name and Title



901 W. Main
Tomball, Texas 77375
Ph. (281) 351-5128
Fax (281) 351-5130

REFERENCES

- 1) Montgomery County
501 N. Thompson #405
Conroe, TX 77301
Pam Taras – Senior Buyer/Purchasing
(936) 538-8118
Pam.taras@mctx.org
145 Sharp Copiers – 925,000/Month
- 2) Stewart Title
1980 Post Oak Boulevard #1490
Houston, TX 77056
Matt McConnell – MFP Program Coordinator
(713) 479-2565
Matt.mcconnell@stewart.com
National Contract – Sharp/Skelton is sole source supplier
\$1,000,000 in Sharp Copiers
- 3) Sterling Bank
2950 North Loop West #150
Houston, TX 77092
Ursula Rentfro – Help Desk Supervisor
(713) 507-2574
Ursula.rentfro@banksterling.com
200 Sharp Copiers – 850,000/Month
- 4) Tomball Regional Hospital
605 Holderrieth
Tomball, TX 77375
John Kelley – Assistant CFO
(281) 401-3631
jkelley@tomballhospital.org
65 Sharp Copiers – 625,000/Month



901 W. Main
Tomball, Texas 77375
Ph. (281) 351-5128
Fax (281) 351-5130

- 5) City of Pearland
3519 Liberty Drive
Pearland, TX 77581
Bob Pearce – Purchasing Officer
(281) 652-1668
bpearce@ci.pearland.tx.us
26 Sharp Copiers – 182,000/Month

- 6) David Weekley Homes
1111 N. Post Oak Road
Houston, TX 77055
Paula Butler – National Accounts Senior Buyer Planner
(713) 316-3304
pbutler@dwhomes.com
35 Sharp Copiers – 340,000/Month

- 7) Fort Bend County Library
1001 Golfview
Richmond, TX 77469
Joyce Claypool Kennerly
(281) 341-2611
1 Sharp MX-M620U – 50,000/Month

FENDLEY, PEDEN AND COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

JOSEPH R. FENDLEY, C.P.A.
GREGORY J. PEDEN, C.P.A.

955 Dairy Ashford • Suite 100
Houston, Texas 77079
(281) 496-5903

August 26, 2010


JBCR, Inc.
dba Skelton Business Equipment
901 West Main
Tomball, TX 77375

Dear Jim,

Per your request the following is submitted:

We, Fendley, Peden and Company CPA's, have been doing the accounting and tax preparation for your company in excess of ten (10) years.

Best regards,



Joe Fendley CPA

M E M O R A N D U M

TO: Fort Bend County

FROM: Jim Beyer

DATE: 8/26/10

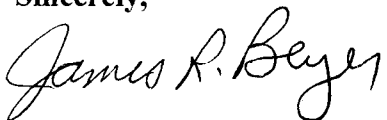
RE: Bid 11-001 Copy Machines

Section 6.6

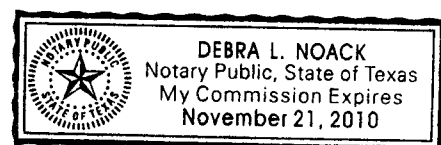
Umbrella Liability Insurance. Umbrella liability insurance naming Respondent as the named insured and Fort Bend County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.

JBCR, Inc. dba Skelton Business Equipment will provide upon contract award a certificate of liability insurance for \$5,000,000 per occurrence for General Liability Insurance to meet the bid requirements in Section 6.6 referenced above for Bid 11-001.

Sincerely,



James R. Beyer
President



Debra L. Noack
8-26-10



CERTIFICATE OF LIABILITY INSURANCE

OP ID LHF

DATE (MM/DD/YYYY)

07/22/10

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

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

PRODUCER KR Stewart Insurance Agency Ken Stewart 3824 Atascocita RD STE 126 Humble TX 77396 Phone: 281-677-9143 Fax: 281-812-2536	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SKELT-1														
INSURED Skelton Business Equipment ID355236 JBCR Inc 901 W. Main St Tomball TX 77375-5527	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: NW Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B: Texas Mutual Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NW Mutual Insurance Company	23787	INSURER B: Texas Mutual Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

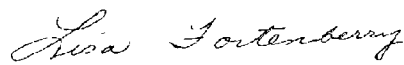
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ACP5542280337	07/14/10	07/14/11	EACH OCCURRENCE \$ 2000000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Business Owners	X	X				PERSONAL & ADV INJURY \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4000000
							\$
A	AUTOMOBILE LIABILITY			ACP5542280337	07/14/10	07/14/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS	X	X				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001192182	06/19/10	06/19/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	X				E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1000000
							E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Prop: Bldg -ACV			ACP5542280337	07/14/10	07/14/11	Loc 1-1 680,000
	BPP-RC / Ded \$1000						BPP 1,450,000

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

FAX/COPIER SALES & SERVICES/ Fort Bend County is named as an additional insured in regards to the General Liability, Business Automobile Liability as required by written contract. Workers Compensation is in favor of a waiver of subrogation in favor of Fort Bend County.

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County Purchasing Department Rosenberg Annex 4520 Reading Road, Suite A Rosenberg TX 77471	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NOTEPAD:

INSURED'S NAME Skelton Business Equipment

SKELT-1

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OPID LHF

DATE 07/22/10

The following coverages are provided:

Premises/Operations Coverage

Broad Form Property Damage Liability Coverage

Completed Operations Coverage for a period of 2 years following the date of substantial completion of the Work

XCU coverage

Independent Contractors and employees as additional insureds

Contractual Liability Coverage