

Fort Bend County Specification Download Acknowledgment



Invitation for Bid Box Truck for Fort Bend County BID 16-079

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.


TEXAS TRUCK CENTERS OF HOUSTON INC dba INTERNATIONAL TRUCKS OF HOUSTON
Legal Name of Contracting Company

TODD BEARD
Contact Person

8900 N. LOOP E. HOUSTON, TEXAS 77029
Complete Mailing Address

(713) 674-3444 Telephone Number (713) 673-4416 Facsimile Number

TBEARD@KYRISHTRUCKS.COM
Email Address


Signature Date 4/20/16

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



**Box Truck
for Fort Bend County
BID 16-079**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

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

SUBMIT NO LATER THAN:

Thursday, April 21, 2016
1:30 PM (Central)

LABEL ENVELOPE:

BID 16-079
Box Truck

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED 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 bidder
in writing after the Commissioners
Court awards.

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 Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

Prepared: 3/28/16
Issued: 4/06/16

Vendor Information

TEXAS TRUCK CENTERS OF HOUSTON INC. dba INTERNATIONAL TRUCKS OF HOUSTON

Legal Name of Contracting Company

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

(713) 674-3444

Telephone Number

(713) 673-4416

Facsimile Number

8900 N. LOOP E. HOUSTON, TEXAS 77029

Complete Mailing Address (for Correspondence)

HOUSTON, TEXAS 77029

City, State and Zip Code

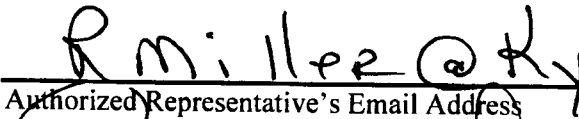
Complete Remittance Address (if different from above)

City, State and Zip Code

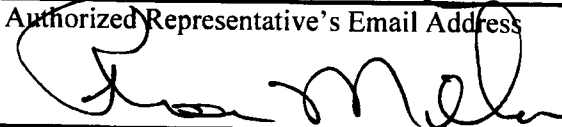
 

Authorized Representative and Title (printed)

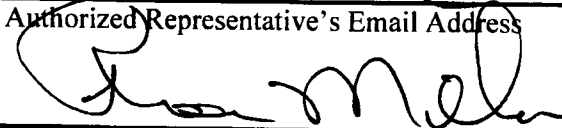
Secretary/Treasurer

 RMiller@KyrishTrucks.Com

Authorized Representative's Email Address



Signature of Authorized Representative

 4/21/16

Date

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire bid 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 Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. 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 correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return entire completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, 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, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: 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 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Debbie Kaminski, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Debbie.Kaminski@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign

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and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, April 14, 2016 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 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. Bond/s or cashier's check must be complete with all required signatures.
- 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.

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- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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.

- 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.
- 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

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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

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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 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 & 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

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and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
 - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

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- 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.
- 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.
- 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.
- 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

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made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for the purchase of one (1) box truck for the Engineering Office, which meets or exceeds the specifications contained herein.

4.0 DELIVERY:

Bidder agrees, if awarded the contract, to deliver vehicle **within 35 calendar days** after issuance of a purchase order by the County Purchasing Agent.

5.0 BID DOCUMENT COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document must be in a sealed envelope and marked with the appropriate bid number and title. 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. All response, typed or written information, must be clear and legible.

6.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

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7.0 TEXAS ETHICS COMMISSION FORM 1295:

- 7.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 7.2 On-line instructions:
 - 7.2.1 Name of governmental entity is to read Fort Bend County.
 - 7.2.2 Identification number used by the governmental entity is the solicitation number: B16-079.
 - 7.2.3 Description is the title of the solicitation: Box Truck.
- 7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next low bidder will be contacted

8.0 AWARD:

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

9.0 REQUIRED EQUIPMENT AND PRICING:

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Equipment bid must meet or exceed the following specifications. All equipment to be new, current production model. Specifications may reference name brand and model number; it is not the intent of Fort Bend County to restrict this bid but to establish a desired quality level of equipment. Vendors may offer item 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 (See Section 1.18 above). All prices FOB Fort Bend County, Richmond, Texas.

- 9.1 2016 International 4300 Durastar SBA 4x2 truck with dry freight fast track van body.

Meets Specification: Yes No

List make and model: 2016 INTERNATIONAL 4300 DURASTAR

Initials of Bidder: TB

- 9.2 Diesel engine: Cummins ISB 240HP, minimum.
Meets Specification: Yes No
- 9.3 Transmission: 6 speed automatic with double overdrive.
Meets Specification: Yes No
- 9.4 GVWR: 25,999, maximum.
Meets Specification: Yes No
- 9.5 Front axle: 10,000 lb., minimum.
Meets Specification: Yes No
- 9.6 Conventional cab.
Meets Specification: Yes No
- 9.7 Front tires: Two (2) 11R22.5 G661 HAS, load range G, 14 ply.
Meets Specification: Yes No
- 9.8 Rear tires: Four (4) 11R22.5 G661 HAS, load range G, 14 ply.
Meets Specification: Yes No
- 9.9 Suspension: Vari-rate, 20,000 lb. capacity with 4500 lb. auxiliary rubber spring.
Meets Specification: Yes No
- 9.10 Color: Standard white.
Meets Specification: Yes No
- 9.11 Tow hooks: Two (2), front, frame mounted.
Meets Specification: Yes No
- 9.12 Frame rails: Heat treated alloy steel, 120,000 PSI, 10.250" x 3.610" x 0.375".
Meets Specification: Yes No

- 9.13 License plate holders: Holders with hardware.
Meets Specification: Yes No
- 9.14 Bumper: Front, full width, Aerodynamic, steel 0.142" thick, minimum.
Meets Specification: Yes No
- 9.15 Brake System: Hydraulic with automatic adjustment and with four channel ABS.
Meets Specification: Yes No
- 9.16 Drain valve: Manual with pull chain for air tank, mounted in wet tank.
Meets Specification: Yes No
- 9.17 Air dryer: Bendix AD-IP with heater.
Meets Specification: Yes No
- 9.18 Tilt steering.
Meets Specification: Yes No
- 9.19 Electrical system: 12 volt, standard equipment.
Meets Specification: Yes No
- 9.20 Alternator: Brush type, 12 volt, 160 amp, pad mount with remote sense.
Meets Specification: Yes No
- 9.21 Body builder wiring.
Meets Specification: Yes No
- 9.22 Battery system: Three (3) maintenance free, 12 volt, 1950CCA total, minimum.
Meets Specification: Yes No
- 9.23 Radio: AM/FM.
Meets Specification: Yes No

9.24 Backup alarm.

Meets Specification: Yes No

9.25 Headlights: Halogen with daytime running lights, headlights to come on if windshield wipers are turned on.

Meets Specification: Yes No

9.26 Starting motor: Delco Remy 38MT Type 300, 12 volt less thermal over-crank protection.

Meets Specification: Yes No

9.27 Grille, chrome.

Meets Specification: Yes No

9.28 Insulation: Under hood and splash panels.

Meets Specification: Yes No

9.29 Bug screen.

Meets Specification: Yes No

9.30 Front end: Tilting, fiberglass with three (3) piece construction.

Meets Specification: Yes No

9.31 Fan drive: Borg Warner SA85 viscous type, screw on.

Meets Specification: Yes No

9.32 Radiator: Aluminum, 2 row, cross flow, over under system, 717 Sqin Louvered with 313 Sqin charge air cooler with in-tank transmission cooler.

Meets Specification: Yes No

9.33 PTO control: Dash mounted includes switch, electric/air solenoid, piping and wiring.

Meets Specification: Yes No

Initials of Bidder: TB

9.34 Fuel tank: Top draw, D style, non-polished aluminum, 19" deep, 70 gallon capacity with quick connect outlet.

Meets Specification: Yes No

9.35 Def tank: 7 gallon capacity.

Meets Specification: Yes No

9.36 Seat, driver: National 2000, air suspension, high back with integral headrest, vinyl isolator, one (1) chamber lumbar with two (2) position front cushion adjust - 3 to +14 degree angle back adjust.

Meets Specification: Yes No

9.37 Seat, two man passenger: National fixed back, integrated headrest in both occupant positions, vinyl, less under seat storage compartment.

Meets Specification: Yes No

9.38 Mirrors: Two (2) Lang Mekra rectangular, power both sides, thermostatically controlled heated heads, black heads, brackets and arms, breakaway type 7.55" x 14.1" integral convex both sides, 102" inside spacing.

Meets Specification: Yes No

9.39 Air conditioner.

Meets Specification: Yes No

9.40 Floor covering: Rubber, black.

Meets Specification: Yes No

9.41 State inspection sticker.

Meets Specification: Yes No

9.42 Three (3) ignition keys and key fobs.

Meets Specification: Yes No

26 foot dry van body, GVSD10326102FT to include:

9.43 Inside height: 103.12, minimum.

Initials of Bidder: TB

- Meets Specification: Yes No
- 9.44 Inside length: 311.02, minimum.
- Meets Specification: Yes No
- 9.45 Inside width: 97.38, minimum.
- Meets Specification: Yes No
- 9.46 Rear door: Morgan standard rear overhead door, opening 94W x 97.25H, minimum.
- Meets Specification: Yes No
- 9.47 Subframe: 3" I-beam cross members on 12" centers with 4" long rail, Mylar tape is applied between all steel subframe components and extruded aluminum lower bottom rails to prevent corrosion, four (4) extra cross members at rear on 6 inch centers.
- Meets Specification: Yes No
- 9.48 Mounting: Full mount u-bot and 24' x 36" black Morgan mud flaps.
- Meets Specification: Yes No
- 9.49 Flooring: 1-1/8 inch laminated hardwood fastened to subframe with two (2) countersunk screws per floor board per cross member in a staggered pattern. Floor boards are ship lapped and pre-undercoated for protection from elements.
- Meets Specification: Yes No
- 9.50 Threshold: Steel diamond flush to rear 1/8 " x 24" routed edge into floor.
- Meets Specification: Yes No
- 9.51 Rear Frame: Header sub-component galvanized with 35 or S36 lights, post sub-component galvanized for overhead door with recessed lights, endplate sub-component for overhead door for 4.12 inch endplate and galvanized header post gusset.
- Meets Specification: Yes No

9.52 Skins-Sides: .040 aluminum pre-painted white, rivets for front and sidewalls-26 body.

Meets Specification: Yes No

9.53 Skins-Front: .040 aluminum pre-painted white.

Meets Specification: Yes No

9.54 Side Wall: Extruded aluminum top and bottom rails with 1-3/8 inch deep galvanized steel z-shaped vertical posts installed on 16 inch centers curbside and extruded aluminum top and bottom rails with 1-3/8 inch deep galvanized steel z-shaped vertical posts installed on 16 inch centers roadside.

Meets Specification: Yes No

9.55 Liner-Side: 3/8" plywood, 48" (2 sheets).

Meets Specification: Yes No

9.56 Liner-Front: 1/2" plywood, 48".

Meets Specification: Yes No

9.57 Scuff: Galvanized steel 12 gauge 16" high (2).

Meets Specification: Yes No

9.58 Scuff Front: Galvanized steel 12 gauge 16" high with 1/2" plywood liner.

Meets Specification: Yes No

9.59 Interior Ties: Eight (8) side slats 3/4" x 3" solid hardwood, evenly space rows in relation to scuff and liner. Four (4) front slats 3/4" x 3" hardwood, evenly space rows in relation to scuff and liner.

Meets Specification: Yes No

9.60 Front End: Aerodynamic aluminum RadII with steel Z post.

Meets Specification: Yes No

9.61 Roof: .032 one piece aluminum sheet with anti-sag roof bows on 24 inch centers with crowned roof design which prevents water/ice pooling and aerodynamic aluminum radius and poly-tuff corner caps.

Meets Specification: Yes No

9.62 Interior Lights: Two (2) interior dome lights, extra dome on same circuit, switch with indicator mounted in cab dash.

Meets Specification: Yes No

9.63 Liftgate: Palfinger ILR-25 80" x 48" wedge, 2500 lb capacity with Morgan liftgate power cut-off switch mounted in cab dash and liftgate narrow structural with 3" x 24" rubber bumper blocks.

Meets Specification: Yes No

9.64 Exterior Lights: Tecniq S36 LED sealed clearance light, per FMVSS-108 installed in front corner caps, side top rails and five across rear header, rear main harness for LED lights and Tecniq LED rear lights recessed in rear post.

Meets Specification: Yes No

9.65 Paint: Rear frame steel white Imron.

Meets Specification: Yes No

9.66 Decals: Morgan, black, full mount.

Meets Specification: Yes No

9.67 Safety Items: Two (2) aluminum 12" grab handles bolted in place, grab handle mounted on curbside and roadside rear, conspicuity tape installation and both sides of body across bottom of rear door, underride protector and two inverted L's on the upper outboard corners.

Meets Specification: Yes No

Bid price for one (1) box truck, as described above, delivered, FOB Fort Bend County:

\$ 80,234.23 /each

10.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

10.1 Vendor Form

10.2 W9 Form

10.3 Tax Form/Debt/Residence Certification

10.4 Contractor Acknowledgement of Stormwater Management Program

CONTRACT SHEET
B16-079

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 10th day of May, 2016,
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
INTERNATIONAL TRUCKS OF HOUSTON (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Box Truck** 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 10th day of May, 2016.

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

By: [Signature]
Signature of Contractor

By: Rose Miller S/T
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

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

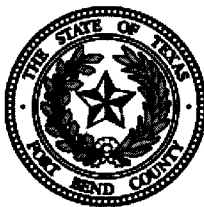
(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established <u>1982</u>	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input checked="" type="checkbox"/> Fort Bend County Other:	
Phone/Fax Number	Phone:	Fax:
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

TEXAS TRUCK CENTERS OF HOUSTON dba INTERNATIONAL TRUCKS OF HOUSTON
(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in black ink that reads "Rose Miller".

Contractor Signature

A handwritten date "4/21/16" in black ink.

Date

The name "Rose Miller" printed in a black, sans-serif font.

Printed Name

Handwritten initials "S/T" in black ink.

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
International Trucks of Houston
Houston, TX United States

Certificate Number:
2016-44407

Date Filed:
04/25/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:

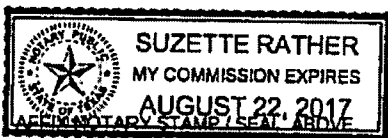
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.
Bid 16-079
Box Truck

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fort Bend County	Richmond, TX United States	X	

5 Check only if there is NO interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Suzette Rather, this the 25th day of April, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]
Signature of officer administering oath

DUANE KYRISH
Printed name of officer administering oath

President
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-44407

Date Filed:
04/25/2016

Date Acknowledged:
05/10/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

International Trucks of Houston
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid 16-079
Box Truck

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fort Bend County	Richmond , TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath