

**Tabulation
Bid 22-013
Purchase of Vehicles**

Low bidder per vehicle as highlighted

Description	Helfman Ford Inc. Stafford, TX	Lake Country Chevrolet Jasper, TX	McComb's HFC, Ltd San Antonio, TX	Silsbee Ford Inc Silsbee, TX
Vehicle 1: Chevrolet PPV Tahoe without console	No Bid	\$33,531.48	No Bid	No Bid
Vehicle 2: Chevrolet PPV Tahoe with console	No Bid	\$34,215.48	No Bid	No Bid
Vehicle 3: Non-Police Package 4-door sedan	No Bid	\$19,465.25	No Bid	No Bid
Vehicle 4: Truck, 1/2 ton, extended cab, SWB , vinyl split bench, rear vinyl, rubber flooring no carpet, power windows/locks, TTP, non aluminum bed floor	No Bid	No Bid	No Bid	No Bid
Vehicle 5: Truck, 1/2 ton, extended cab, SWB, vinyl split bench, rear vinyl, power windows/locks, TTP, non aluminum bed floor	No Bid	No Bid	No Bid	No Bid
Vehicle 6: Truck, 1/2 ton, 4 door crew cab, SWB, cloth, rear cloth, power windows/locks/mirrors, TTP, non aluminum bed floor	No Bid	No Bid	No Bid	No Bid
Vehicle 7: Truck, 1/2 ton, 4 door crew cab, SWB, vinyl split bench, rear vinyl, power windows/locks/mirrors, TTP, non aluminum bed floor	No Bid	No Bid	No Bid	No Bid
Vehicle 8: Truck, 1/2 ton, 4 door crew cab, SWB with hard cover, cloth, rear cloth, power windows/locks/mirrors, TTP, lockable hard cover, non aluminum bed floor	No Bid	No Bid	No Bid	No Bid
Vehicle 9: Truck, 1/2 ton, 4 door crew cab, SWB with hard cover, cloth split bench, rear cloth, power windows/locks, TTP, tow hooks, limited slip rear axle, lockable hard cover, non aluminum bed	No Bid	No Bid	No Bid	No Bid
Vehicle 10: Truck, 1/2 ton, 4 door crew cab, SWB, 4-wheel drive, vinyl, rear vinyl, no full console, power windows/locks, TTP, non aluminum bed floor	No Bid	No Bid	No Bid	No Bid

Description	Helfman Ford Inc. Stafford, TX	Lake Country Chevrolet Jasper, TX	McComb's HFC, Ltd San Antonio, TX	Silsbee Ford Inc Silsbee, TX
Vehicle 11: Truck, 1/2 ton, crew cab, LWB, 4-wheel drive, vinyl split bench, rear vinyl, power windows/locks, front tow hooks, TTP, limited slip rear axle, 7.89" min ground clearance, non aluminum bed floor	No Bid	No Bid	No Bid	No Bid
Vehicle 12: Truck, 1/2 ton, 4 door crew cab, LWB with hard cover, vinyl split bench, rear vinyl, power windows/locks/mirrors, TTP, non aluminum bed floor, lockable hard cover	No Bid	No Bid	No Bid	No Bid
Vehicle 13: Truck, 1/2 ton, regular cab, LWB, vinyl split bench, rear vinyl, power windows/locks, TTP, non aluminum bed floor	No Bid	No Bid	No Bid	No Bid
Vehicle 14: Truck, 3/4 ton, regular cab, LWB, vinyl split bench, rear vinyl, power windows/locks, trailer towing mirrors, front tow hooks, front ground clearance min 9.6 inch, locking rear differential, integrated trailer brake system, limited slip rear axle, TTP, non aluminum bed floor	No Bid	\$30,564.85	No Bid	No Bid
Vehicle 15: Truck, 3/4 ton, extended cab, LWB, vinyl split bench, rear vinyl, power windows/locks, trailer towing mirrors, locking rear differential, front tow hooks, integrated trailer brake system, limited slip rear axle, TTP, non aluminum bed floor	No Bid	\$30,766.25	No Bid	No Bid
Vehicle 16: Truck, 3/4 ton, regular cab, LWB, 4-wheel drive, vinyl split bench, rear vinyl, power windows/locks, locking rear differential, front tow hooks, TTP, limited slip rear axle, non aluminum bed floor	No Bid	\$32,235.85	No Bid	No Bid
Vehicle 17: Truck, 3/4 ton, extended cab, LWB, 4 wheel drive, cloth bucket, no full console, rear cloth, power windows/locks/towing mirrors, TTP, limited slip rear axle, integrated brake system & controller, non aluminum bed floor	No Bid	\$32,316.25	No Bid	No Bid
Vehicle 18: Truck, 3/4 ton, extended cab, LWB, vinyl split bench, rear vinyl, power windows/locks, trailer towing mirrors, Integrated trailer brake system, locking rear differential, tow hooks, TTP, non aluminum bed floor	No Bid	\$30,766.25	No Bid	No Bid
Vehicle 19: Truck, 3/4 ton, 4 door crew cab, LWB, cloth, rear cloth, power windows/locks, trailer towing mirrors, front tow hooks, integrated trailer brake system, TTP, non aluminum bed floor	No Bid	\$33,019.05	No Bid	No Bid
Vehicle 20: Truck, 1 ton, 3500, regular cab, dually, 4 wheel drive, diesel engine, cab/chassis only, vinyl split bench, power windows/locks, trailer towing mirrors, limited slip rear axel, front tow hooks, integrated trailer brake system	\$44,580.40	\$42,111.05	\$46,588.00	\$46,264.75

Description	Helfman Ford Inc. Stafford, TX	Lake Country Chevrolet Jasper, TX	McComb's HFC, Ltd San Antonio, TX	Silsbee Ford Inc Silsbee, TX
Vehicle 21: Truck, 1 ton, 3500, 4 door crew cab, LWB, vinyl split bench, rear vinyl, rubber mats, power windows/locks, trailer towing mirrors, TTP, non aluminum bed floor	No Bid	\$33,328.85	No Bid	No Bid
Vehicle 22: Truck, 1 1/2 ton, 4500, regular cab, dually, cab/chassis only, vinyl split bench, powered windows/locks, limited slip rear axle, front tow hooks, integrated trailer break system , wheelbase 137.5" minimum	\$37,821.52	No Bid	\$38,748.00	\$37,862.40
Vehicle 23: Truck, 1 1/2 ton, 5500, 4x4, regular cab, diesel, 60" cab to axle, dually cab & chassis, vinyl split bench, power windows/locks, trailer towing mirrors, front tow hooks, limited slip rear axle, TTP	\$48,195.40	No Bid	\$52,293.00	\$50,348.25
Vehicle 24: Ford Explorer or equal, cloth seats, power windows/door locks, rear air conditioning, TTP	\$28,698.38	No Bid	\$28,994.00	\$29,109.00
Vehicle 25: Ford Explorer Police Inceptor utility, all wheel drive, cloth, power driver's seat/windows/door locks/mirrors, no spotlight	\$31,578.38	No Bid	\$37,500.00	\$34,610.75
Vehicle 26: Van, Cargo, 3/4 ton, extended length, V-8, vinyl seating, vinyl flooring, power windows/locks, rear A/C, no back seat, side and rear windows, TTP	No Bid	No Bid	\$41,055.00	No Bid
Vehicle 27: Van, Cargo, 3/4 ton, extended length, bucket cloth, passenger cloth bench backseat with 3 person restraints, vinyl flooring, power windows/locks, rear A/C, side/rear door windows, TTP	No Bid	No Bid	\$41,055.00	No Bid
Vehicle 28: Truck, 1/2 ton, 4 door crew cab, SWB, cloth bucket, cloth bucket, rear vinyl, power windows/locks/mirrors, TTP, aluminum bed floor	\$33,830.76	No Bid	\$37,490.00	\$31,933.50
Vehicle 29: Truck, 1/2 ton, 4 door crew cab, SWB, hard cover, cloth bucket, rear vinyl, power windows/locks/mirrors, TTP, lockable hard cover, aluminum bed floor	\$34,607.67 within 3% from a local vendor pursuant to §271.905	No Bid	\$39,490.00	\$33,728.50
Vehicle 30: Truck, 1/2 ton, 4 door crew cab, SWB with hard cover, cloth split bench, rear vinyl, power windows/locks, TTP, tow hooks, limited slip rear axle, lockable hard cover,	\$33,777.76	No Bid	\$39,490.00	\$33,828.50
Vehicle 31: Truck, 1/2 ton, 4 door crew cab, SWB, cloth split bench, rear vinyl, power windows/locks, TTP, tow hooks, limited slip rear axle, aluminum bed floor	\$34,300.76	No Bid	\$37,490.00	\$32,033.50
Vehicle 32: Truck, 1/2 ton, 4 door crew cab, SWB, 4-wheel drive, cloth split bench, rear vinyl, power windows/locks, TTP, aluminum bed floor	\$35,646.76	No Bid	\$38,870.00	\$35,733.50

Description	Helfman Ford Inc. Stafford, TX	Lake Country Chevrolet Jasper, TX	McComb's HFC, Ltd San Antonio, TX	Silsbee Ford Inc Silsbee, TX
Vehicle 33: Truck, 1/2 ton, 4 door crew cab, LWB with hard cover, vinyl split bench, rear vinyl, power windows/locks/mirrors, TTP, lockable hard cover, aluminum bed floor	\$33,925.76 within 3% from a local vendor pursuant to §271.905	No Bid	\$38,250.00	\$33,728.50
Vehicle 34: Truck, 3/4 ton, regular cab, LWB, vinyl split bench, rear vinyl, power windows/locks, trailer towing mirrors, TTP, front tow hooks, locking rear differential, integrated trailer brake system, limited slip rear axle, aluminum bed floor	\$28,654.52 within 3% from a local vendor pursuant to §271.905	No Bid	\$31,452.00	\$28,069.25
Vehicle 35: Truck, 3/4 ton, extended cab, LWB, vinyl split bench, rear vinyl, power windows/locks, TTP, trailer towing mirrors, front tow hooks, limited slip, locking rear differential, integrated trailer break system, aluminum bed floor	\$32,231.52	No Bid	\$32,388.00	\$30,975.50
Vehicle 36: Truck, 3/4 ton, regular cab, LWB, 4-wheel drive, vinyl split bench, rear vinyl, power windows/locks, locking rear differential, TTP, front tow hooks, limited slip rear axle, aluminum bed floor	\$29,998.52	No Bid	\$32,573.00	\$31,964.25
Vehicle 37: Truck, 3/4 ton, 4 door crew cab, LWB, cloth, rear vinyl, power windows/locks, trailer towing mirrors, front tow hooks, integrated trailer break system, TTP, aluminum bed floor	\$31,264.52	No Bid	\$33,463.00	\$33,150.25
Vehicle 38: Van, Cargo, 3/4 ton, extended length, V-8, vinyl seating, vinyl flooring, power windows/locks, rear A/C, no back seat, side and rear windows, TTP	No Bid	No Bid	\$42,055.00	No Bid
Vehicle 39: Ambulance cab and chassis, regular cab, diesel engine	No Bid	No Bid	\$47,905.00	No Bid
Vehicle 40: Truck, 1 ton, 3500, regular cab, dually, cab/chassis only, vinyl split bench, power window/locks, trailer towing mirrors, limited slip rear axle, front tow hooks, integrated trailer brake system	\$34,608.52 within 3% from a local vendor pursuant to §271.905	No Bid	\$33,840.00	\$35,049.75
Vehicle 41: Truck, F-650, regular cab, dually, cab/chassis only, diesel, vinyl seating, driver bucket/2-passenger bench, pwer equipment group, air compessor, power window/locks, front tow hooks	\$71,105.28	No Bid	No Bid	No Bid
Vehicle 42: Truck, 3/4 ton, 4 door crew cab, 4X4, LWB, vinyl seating, rear vinyl, power window/locks, TTP, non-aluminum bed	No Bid	No Bid	No Bid	No Bid



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

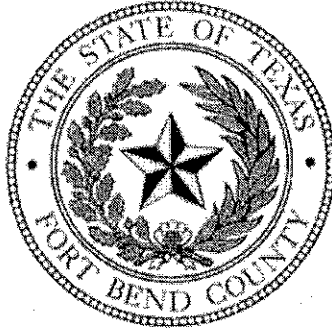
Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Helfman Ford INC		
Business Name (if different from legal name)	Helfman Ford INC		
Federal ID # or S.S. #	76-0002969	DUNS #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt Organization	40 years
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	12220 Southwest Freeway		
City/State/Zip	Stafford, TX, 77477		
Physical Address	12220 Southwest Freeway		
City/State/Zip	Stafford, TX, 77477		
Phone/Fax Number	Phone: 281-240-3673	Fax: 281-240-9197	
Contact Person	MARCUS Warren		
E-mail	MW@helfmanford.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	Cert Date _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	Exp Date _____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
		Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 <input checked="" type="checkbox"/>		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name	MARCUS warren		
Title	Fleet Manager		
Date	9-6-21		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Purchase of Vehicles for Fort Bend County
BID 22-013*

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, September 14, 2021
2:00 PM (Central)

MARK ENVELOPE:

BID 22-013
Vehicles

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR 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 Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
County Purchasing Agent
Jaime.Kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

**LEGAL NOTICE
INVITATION TO BIDDERS**

Sealed Bids will be received in the Office of Jaime Kovar, County Purchasing Agent, Fort Bend County, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469 for the following until **TUESDAY, SEPTEMBER 14, 2021 at 2:00 P.M. (CST)**. All bids will then be publicly opened and read in the Office of the Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, TX 77469. Bids received after the specified time will be returned unopened. All addendums will be posted on Purchasing Agent's website located at www.fortbendcountytexas.gov.

BID 22-013 PURCHASE OF VEHICLES FOR FORT BEND COUNTY

Unit pricing required; payment will be by check. Bonds are not required. Fort Bend County reserves the right to reject any or all bids.

Signed:
Jaime Kovar, Purchasing Agent
Fort Bend County, Richmond, Texas
281-341-8640

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 2:00 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 Jaime Kovar, County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Jaime.Kovar@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

and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, September 7, 2021 at 9:00 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.



- 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

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 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.
- 1.36 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.

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 and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the

order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 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 effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the

extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

- 2.24 Right to Assurance: Whenever the County-in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase 2022 year model vehicles from one (1) or more vendors, which meet or exceed the specifications contained herein.

4.0 TEXAS ETHICS COMMISSION FORM 1295:

- 4.1 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.
- 4.2 On-line instructions:
 - 4.2.1 Name of governmental entity is to read: Fort Bend County
 - 4.2.2 Identification number used by the governmental entity is: B22-013
 - 4.2.3 Description is the title of the solicitation: Vehicles



- 4.3 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.

5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 5.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6.0 DELIVERY:

Delivery of all vehicles ordered must be completed within one-hundred twenty (120) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Fleet Management, 230 Legion Drive, Richmond, Texas unless otherwise noted on purchase order.

7.0 GENERAL INFORMATION:

- 7.1 Invoice, (130U) Title Application, Manufacturer Certificate of Origin (MCO), Odometer Disclosure Certificate, Buyers Order and Vehicle State Inspection Report all with proper vehicle identification number (VIN) must accompany vehicle when delivered to Vehicle Maintenance. Vehicles must display a paper license tag upon delivery:
- 7.2 All titles should read: Fort Bend County c/o Auditors Department, 301 Jackson, Suite#701, Richmond, Texas 77469 unless otherwise noted.
- 7.3 Prior to delivery of vehicles, vendor must call Fort Bend County Vehicle Maintenance at 281-341-4790.

8.0 TERM OF CONTRACT:

The term of this contract is **October 1, 2021 through September 30, 2022**. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

9.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

10.0 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

11.0 EXHIBIT

- 11.1 Federal Clauses

12.0 REQUIRED EQUIPMENT:

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Unit bid must meet or exceed the following specifications. **All units are to have the following standard equipment unless otherwise stated.** All units to be new, current production models.

- Tires (5) five, radial type tubeless (four plus full size spare);
- Automatic transmission with overdrive;
- Air conditioning, factory installed;
- Brakes: Heavy duty power;
- Rear axle: Suitable for highway use;
- Instrumentation: Full gauges;
- Rearview mirrors: Two outside 6" x 9" low mount door;
- Interior mirrors: Rearview, day/night;
- Air Bags: Driver and passenger side;
- Fuel tank: Standard capacity as listed by manufacturer;
- Power steering;
- Radio: AM/FM with speakers, factory installed;
- Tilt steering and speed control;
- Bumper: Front and rear with a step;

- Floor mats;
- Headlights: Halogen with replaceable bulbs;
- Lighting: Interior dome and door actuated;
- Intermittent windshield wiper system;
- Bluetooth
- Back up camera
- Factory window tinting;
- State inspection sticker;
- Exterior paint color: Manufacturers standard color to be selected at time of order;
- **Four (4) ignition keys and four (4) key fobs for each vehicle ordered**

Vehicle 1: Chevrolet Tahoe, Police Package, without console:

- < Four (4) door
- < Model CC10706
- < No console
- < 2 wheel drive
- < Pursuit rated suspension and components
- < Engine: 5.3 liter V-8
- < LH Spotlight, factory installed
- < Rubber flooring
- < Two (2) front individual mats
- < Seating: Cloth bucket with rear vinyl
- < Power windows
- < Power locks
- < Single key fleet alike, 6E2
- < Deactivate all theft deterrent
- < Delete daytime running lights and automatic head lights
- < Dual batteries K5T
- < Single color paint
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 1, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 2: Chevrolet Tahoe, Police Package with console:

- < Four (4) door
- < Model CC10706
- < With option A50: Cloth bucket seats with rear cloth with factory console
- < 2 wheel drive
- < Pursuit rated suspension and components
- < Engine: 5.3 liter V-8
- < LH Spotlight, factory installed
- < Rubber flooring
- < Two (2) front individual mats
- < Power windows
- < Power locks
- < Single key fleet alike, 6E2
- < Deactivate all theft deterrent
- < Delete daytime running lights and automatic head lights
- < Dual batteries K5T
- < Single color paint
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 2, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 3: Non-Police Package 4-door Sedan:

List make and model: Must be new, current production, Chevy Malibu or equal.

- < Engine: 1.5 liter, I-4 turbo minimum
- < Wheelbase: 111.4" minimum
- < Seating: Cloth, front and rear
- < Power windows
- < Power locks

Meets Specification: Yes No

Total unit bid price, Vehicle 3, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 4: Truck, 1/2 ton, extended cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber flooring, no carpet
- < Power windows
- < Power locks
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 4, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 5: Truck, 1/2 ton, extended cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 5, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 6: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: 40/20/40 Cloth, rear cloth
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 6, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 7: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 7, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 8: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 147" minimum
 - < Non-aluminum bed floor
 - < Seating: 40/20/40, Cloth, rear cloth
 - < Power windows
 - < Power locks
 - < Power mirrors
 - < Class III trailer towing package with hitch
 - < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 8, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 9: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 147" minimum
 - < Non-aluminum bed floor
 - < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear cloth
 - < Power windows
 - < Power locks
 - < Class III trailer towing package with hitch
 - < Tow hooks
 - < Limited slip rear axle
 - < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 9, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 10: Truck, 1/2 ton, 4 door, crew cab, short wheel base, 4-wheel drive:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < 4-wheel drive
 - < Wheelbase: 147" minimum
 - < Non-aluminum bed floor **X**
 - < Seating: Vinyl 40/20/40, rear vinyl
 - < No full console
 - < Power windows
 - < Power locks
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 10, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 11: Truck, 1/2 ton, crew cab, long wheel base, 4-wheel drive:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < 4-wheel drive
 - < Wheelbase: 147" minimum, 6' bed
 - < Ground clearance: 7.89" minimum
 - < Non-aluminum bed floor **X**
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Front tow hooks
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 11, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 12: Truck, 1/2 ton, 4 door, crew cab, long wheel base with hard cover:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 157" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 12, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 13: Truck, 1/2 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 140" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 13, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 14: Truck, 3/4 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 140" minimum
 - < Non-aluminum bed floor **X**
 - < Front ground clearance: 9.6 inch minimum
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Locking rear differential
 - < Front tow hooks
 - < Integrated trailer brake system
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 14, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 15: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 162" minimum
- < Non-aluminum bed floor **X**
- < Front ground clearance: 10.12 inch minimum
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 15, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 16: Truck, 3/4 ton, regular cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 142" minimum
 - < Non-aluminum bed floor *X*
 - < Front ground clearance: 10.12 inch minimum
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Locking rear differential
 - < Front tow hooks
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 16, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 17: Truck, 3/4 ton, extended cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection
 - < Wheelbase: 162" minimum
 - < Non-aluminum bed floor
 - < Four wheel drive
 - < Seating: Cloth bucket, no full console, rear cloth
 - < Power windows
 - < Power locks
 - < Power towing mirrors
 - < Integrated brake system and controller
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 17, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 18: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 162" minimum
 - < Non-aluminum bed floor **X**
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Rubber flooring, no carpet
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Integrated trailer brake system
 - < Locking rear differential
 - < Tow hooks
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 18, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 19: Truck, 3/4 ton, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 172" minimum
- < Non-aluminum bed floor **X**
- < Seating: 40/20/40 Cloth, rear cloth
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Front tow hooks
- < Integrated trailer brake system
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 19, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

● **Vehicle 20: Truck, 1 Ton, 3500, regular cab, dually, 4 Wheel Drive, cab/chassis only:**

List make and model: Must be new, current production.

22 Ford F-350

- < Engine: Diesel
- < Wheelbase: 60" cab to axle maximum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 20, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 44,580.⁴⁰

● **Vehicle 21: Truck, 1 ton, 3500, 4 door, crew cab, long wheel base:**

List make and model: Must be new, current production.

QA

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber floor mats
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 21, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 22: Truck, 1 1/2 Ton, 4500, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

22 Ford F450

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 137.5" minimum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 22, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 37,821.52

Vehicle 23: Truck, 1 1/2 Ton, 5500, 4x4, regular cab, 60" cab to axle, dually, cab & chassis:

List make and model: Must be new, current production.

22 Ford F-550

- < Engine: Diesel
- < Transmission: Automatic
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Limited slip rear axle
- < Front tow hooks
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 23, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 48,195.40

Vehicle 24: Ford Explorer or equal:

List make and model: Must be new, current production.

22 Ford Explorer

- < Engine: 2.3 liter I-4 Ecoboost
- < Wheelbase: 112.8" minimum
- < Seating: Cloth
- < Power windows
- < Power door locks
- < Rear air conditioning
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 24, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 28,698.³⁸

Vehicle 25: Ford Explorer Police Inceptor Utility, All Wheel Drive

- < Engine: 3.3 liter minimum
- < Alternator: Heavy duty
- < Seating: Cloth
- < Power driver's seat
- < Power windows
- < Power door locks
- < Power mirrors
- < No spotlight

Meets Specification: Yes No

Total unit bid price, Vehicle 25, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 31,578.³⁸

Vehicle 26: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Vinyl
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < No back seat
 - < Add side door windows
 - < Add rear door windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 26, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Vehicle 27: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Bucket Cloth
 - < Passenger cloth bench backseat with 3 person restraints
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < Add side door windows
 - < Add rear door windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 27, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

● **Vehicle 28: Truck, 1/2 ton, 4 door, crew cab, short wheel base:**

List make and model: Must be new, current production.

22 Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth bucket, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 28, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,830.⁷⁶

● **Vehicle 29: Truck, 1/2 ton, 4 door, crew cab, short wheel base, hard cover:**

List make and model: Must be new, current production.

22 Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth bucket, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 29, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 34,607.⁶⁷

● **Vehicle 30: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:**

List make and model: Must be new, current production.

22 Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 30, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,777.⁷⁶

● **Vehicle 31: Truck, 1/2 ton, 4 door, crew cab, short wheel base:**

List make and model: Must be new, current production.

22 Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle

Meets Specification: Yes No

Total unit bid price, Vehicle 31, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 34,300.⁷⁶

● **Vehicle 32: Truck, 1/2 ton, 4 door, crew cab, short wheel base, 4-wheel drive:**

List make and model: Must be new, current production.

22 Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < 4-wheel drive
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 32, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 35,646.76

● **Vehicle 33: Truck, 1/2 ton, 4 door, crew cab, long wheel base with hard cover:**

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 153" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 33, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,925.76

● **Vehicle 34: Truck, 3/4 ton, regular cab, long wheel base:**

List make and model: Must be new, current production.

22 Ford F-250

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 133" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 34, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 28,659.52

● **Vehicle 35: Truck, 3/4 ton, extended cab, long wheel base:**

List make and model: Must be new, current production.

22 Ford F-250

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 35, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 32,231.52

Vehicle 36: Truck, 3/4 ton, regular cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

22 Ford F-250

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 141" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Locking rear differential
- < Front tow hooks
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 36, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 29,998.⁵²

Vehicle 37: Truck, 3/4 ton, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.


22 Ford F-250

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Aluminum bed floor
- < Seating: Cloth, 40/20/40, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Front tow hooks
- < Integrated trailer brake system
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 37, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 31,264.⁵²

Initials of Bidder: 

Vehicle 38: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Vinyl
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < No back seat
 - < Add side windows
 - < Add rear windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 38, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____



Vehicle 39: Ambulance cab and chassis, regular cab:

List make and model: Must be new, current production, Dodge 3500 Tradesman Chassis 4x2 or equal.

-
- < Engine: 6.7L Cummins turbo diesel
 - < Dual rear wheel
 - < 6 speed automatic transmission
 - < 3.73 rear axle
 - < Rear track 71.7"
 - < Cab to axle distance 84"
 - < Wheelbase: 167.5"
 - < GVW: 14,000 lb minimum
 - < Ambulance prep group
 - < Chrome appearance group
 - < Power accessory group
 - < Power and remote entry group
 - < Steel chrome clad wheels
 - < Rear sliding window
 - < Bright white/clear coat exterior paint
 - < Monotone paint
 - < Medium slate gray interior
 - < Seating: Vinyl, 60/40 or 40/20/40 split bench
 - < Vinyl flooring
 - < Power windows
 - < Power locks

Meets Specification: Yes No

Total unit bid price, Vehicle 39, F.O.B. point of delivery in Fort Bend County, Texas:

\$ _____

Initials of Bidder: 

● **Vehicle 40: Truck, 1 Ton, 3500, regular cab, dually, cab/chassis only:**

List make and model: Must be new, current production.

22 F-350

- < Engine: Gasoline 6.6L minimum
- < Wheelbase: 60" cab to axle maximum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 40, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 34,608.⁵²

● **Vehicle 41: Truck, F-650, regular cab, dually, cab/chassis only:**

List make and model: Must be new, current production.

- < Engine: Diesel, 6.7L turbo diesel ✓
- < 194" Wheelbase/120" CA/75" AF/308" OAL ✓
- < Seating: Vinyl, Driver bucket and 2 passenger bench ✓
- < 30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench ✓
- < Air Suspension - 21,000 lb. Cap ✓
- < Single Channel - Straight 'C' 15.14 SM, 80,000 PSI ✓
- < Power Equipment Group ✓
- < Air Compressor, Bendix, 13.2 CFM Capacity - Includes Direct Reading Air Pressure Gauge ✓
- < 19,000 lb. Single-Speed - Dana S19-140 ✓
- < Power windows ✓
- < Power locks ✓
- < Front tow hooks ✓

Meets Specification: Yes No

Total unit bid price, Vehicle 41, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 71,105.²⁸

CONTRACT SHEET
B22-013

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28th day of September, 2021
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
HEIFMAN Ford (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Purchase of Vehicles** 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 28 day of September 2021

Fort Bend County, Texas

By: K P George
County Judge KP George County Judge K P George

By: [Signature]
Signature of Contractor

By: Marcus Warren Fleet Manager
Printed Name and Title

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Jaime Kovar
Interim County Purchasing Agent

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

September 10, 2021

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 22-013 – Construction of Public Safety Annex

Addendum 1:

Attached is addendum 1. Changes are to Section 3.0 and Added Vehicle 42 in Section 12.0. Vendors are to use Addendum 1 document while preparing their solicitation response.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jaime Kovar at Jaime.kovar@fortbendcountytexas.gov

HELFMAN Ford

Company Name

Signature of person receiving addendum

9-13-21

Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Interim County Purchasing Agent

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.
HELFMAN FORD INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12220 SOUTHWEST FREEWAY

6 City, state, and ZIP code
STAFFORD, TX 77477

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	6		0	0	0	2	9	6	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 9/13/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without Informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant. Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ²
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-436-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: 22-013

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 76 0002969

Company Name submitting Bid/Proposal: Helfman Ford INC

Mailing Address: 12220 SW Frwy Stafford TX 77477

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*
4275-00-000-0010-907

Property address or location**
12220 SW Frwy, Stafford, TX 77477

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that HELFMAN Ford is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Stafford, Texas.
[Company Name] [City and State]

EXHIBIT – Federal Clauses

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity.

The following clause applies only for contracts involving “federally assisted construction work.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime

EXHIBIT – Federal Clauses

construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

6. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

EXHIBIT – Federal Clauses

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements”.

7. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in

EXHIBIT – Federal Clauses

accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

11. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

12. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited

EXHIBIT – Federal Clauses

from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

13. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

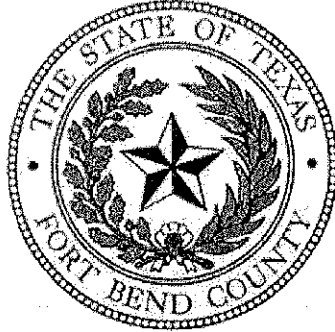
Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	LAKE COUNTRY CHEVROLET		
Business Name (if different from legal name)			
Federal ID # or S.S. #	81-0792051	DUNS #	080425912
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 6
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	2152 N. WHEELER STREET		
City/State/Zip	JASPER, TEXAS 75951		
Physical Address	2152 N. WHEELER STREET		
City/State/Zip	JASPER, TEXAS 75951		
Phone/Fax Number	Phone: 512.436.1313	Fax:	_____
Contact Person	SETH GAMBLIN		
E-mail	SGAMBLIN.SILSBEEFLEET@GMAIL.COM		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	Cert Date _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	Exp Date _____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 <input checked="" type="checkbox"/>		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative	<i>SETH GAMBLIN</i>		
Printed Name	SETH GAMBLIN		
Title	FLEET SALES		
Date	09/07/2021		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid



Purchase of Vehicles for Fort Bend County
BID 22-013

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, September 14, 2021
2:00 PM (Central)

MARK ENVELOPE:

BID 22-013
Vehicles

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR 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 Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
County Purchasing Agent
Jaime.Kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

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 2:00 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 Jaime Kovar, County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Jaime.Kovar@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

and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, September 7, 2021 at 9:00 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.

- 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

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 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.
- 1.36 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.

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 and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the

order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 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 made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase 2022 year model vehicles from one (1) or more vendors, which meet or exceed the specifications contained herein.

4.0 TEXAS ETHICS COMMISSION FORM 1295:

- 4.1 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.
- 4.2 On-line instructions:
 - 4.2.1 Name of governmental entity is to read: Fort Bend County
 - 4.2.2 Identification number used by the governmental entity is: B22-013
 - 4.2.3 Description is the title of the solicitation: Vehicles

- 4.3 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.

5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 5.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6.0 DELIVERY:

Delivery of all vehicles ordered must be completed within one-hundred twenty (120) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Fleet Management, 230 Legion Drive, Richmond, Texas unless otherwise noted on purchase order.

7.0 GENERAL INFORMATION:

- 7.1 Invoice, (130U) Title Application, Manufacturer Certificate of Origin (MCO), Odometer Disclosure Certificate, Buyers Order and Vehicle State Inspection Report all with proper vehicle identification number (VIN) must accompany vehicle when delivered to Vehicle Maintenance. Vehicles must display a paper license tag upon delivery.
- 7.2 All titles should read: Fort Bend County c/o Auditors Department, 301 Jackson, Suite#701, Richmond, Texas 77469 unless otherwise noted.
- 7.3 Prior to delivery of vehicles, vendor must call Fort Bend County Vehicle Maintenance at 281-341-4790.

8.0 TERM OF CONTRACT:

The term of this contract is **October 1, 2021 through September 30, 2022**. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

9.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

10.0 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

11.0 EXHIBIT

- 11.1 Federal Clauses

12.0 REQUIRED EQUIPMENT:

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Unit bid must meet or exceed the following specifications. **All units are to have the following standard equipment unless otherwise stated.** All units to be new, current production models.

- Tires (5) five, radial type tubeless (four plus full size spare);
- Automatic transmission with overdrive;
- Air conditioning, factory installed;
- Brakes: Heavy duty power;
- Rear axle: Suitable for highway use;
- Instrumentation: Full gauges;
- Rearview mirrors: Two outside 6" x 9" low mount door;
- Interior mirrors: Rearview, day/night;
- Air Bags: Driver and passenger side;
- Fuel tank: Standard capacity as listed by manufacturer;
- Power steering;
- Radio: AM/FM with speakers, factory installed;
- Tilt steering and speed control;
- Bumper: Front and rear with a step;

- Floor mats;
- Headlights: Halogen with replaceable bulbs;
- Lighting: Interior dome and door actuated;
- Intermittent windshield wiper system;
- Bluetooth
- Back up camera
- Factory window tinting;
- State inspection sticker;
- Exterior paint color: Manufacturers standard color to be selected at time of order;
- **Four (4) ignition keys and four (4) key fobs for each vehicle ordered**

Vehicle 1: Chevrolet Tahoe, Police Package, without console:

- < Four (4) door
- < Model CC10706
- < No console
- < 2 wheel drive
- < Pursuit rated suspension and components
- < Engine: 5.3 liter V-8
- < LH Spotlight, factory installed
- < Rubber flooring
- < Two (2) front individual mats
- < Seating: Cloth bucket with rear vinyl
- < Power windows
- < Power locks
- < Single key fleet alike, 6E2
- < Deactivate all theft deterrent
- < Delete daytime running lights and automatic head lights
- < Dual batteries K5T
- < Single color paint
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 1, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,531.48

Vehicle 2: Chevrolet Tahoe, Police Package with console:

- < Four (4) door
- < Model CC10706
- < With option A50: Cloth bucket seats with rear cloth with factory console
- < 2 wheel drive
- < Pursuit rated suspension and components
- < Engine: 5.3 liter V-8
- < LH Spotlight, factory installed
- < Rubber flooring
- < Two (2) front individual mats
- < Power windows
- < Power locks
- < Single key fleet alike, 6E2
- < Deactivate all theft deterrent
- < Delete daytime running lights and automatic head lights
- < Dual batteries K5T
- < Single color paint
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 2, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 34,215.48

Vehicle 3: Non-Police Package 4-door Sedan:

List make and model: Must be new, current production, Chevy Malibu or equal.

CHEVROLET MALIBU LS

- < Engine: 1.5 liter, I-4 turbo minimum
- < Wheelbase: 111.4" minimum
- < Seating: Cloth, front and rear
- < Power windows
- < Power locks

Meets Specification: Yes No

Total unit bid price, Vehicle 3, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 19,465.25

Vehicle 4: Truck, 1/2 ton, extended cab, short wheel base:

List make and model: Must be new, current production.

NO BID DUE TO CHEVY 1500 ORDER BANK CLOSED FOR 2022

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber flooring, no carpet
- < Power windows
- < Power locks
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 4, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 5: Truck, 1/2 ton, extended cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 5, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 6: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 147" minimum
 - < Non-aluminum bed floor
 - < Seating: 40/20/40 Cloth, rear cloth
 - < Power windows
 - < Power locks
 - < Power mirrors
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 6, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 7: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 147" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Power mirrors
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 7, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 8: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: 40/20/40, Cloth, rear cloth
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 8, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 9: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear cloth
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 9, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 10: Truck, 1/2 ton, 4 door, crew cab, short wheel base, 4-wheel drive:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < 4-wheel drive
 - < Wheelbase: 147" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl 40/20/40, rear vinyl
 - < No full console
 - < Power windows
 - < Power locks
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 10, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 11: Truck, 1/2 ton, crew cab, long wheel base, 4-wheel drive:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < 4-wheel drive
 - < Wheelbase: 147" minimum, 6' bed
 - < Ground clearance: 7.89" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Front tow hooks
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 11, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 12: Truck, 1/2 ton, 4 door, crew cab, long wheel base with hard cover:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 157" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Power mirrors
 - < Class III trailer towing package with hitch
 - < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 12, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 13: Truck, 1/2 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 140" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 13, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 14: Truck, 3/4 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

CHEVROLET SILVERADO 2500HD LWB 2WD REG CAB PICK UP

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 140" minimum
- < Non-aluminum bed floor
- < Front ground clearance: 9.6 inch minimum
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 14, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 30,564.85

Vehicle 15: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

CHEVROLET SILVERADO 2500 DOUBLE CAB LWB 2WD

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 162" minimum
- < Non-aluminum bed floor
- < Front ground clearance: 10.12 inch minimum
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 15, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 30,766.25

Vehicle 16: Truck, 3/4 ton, regular cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

CHEVROLET SILVERADO 2500HD LWB REG CAB 4WD

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 142" minimum
- < Non-aluminum bed floor
- < Front ground clearance: 10.12 inch minimum
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Locking rear differential
- < Front tow hooks
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 16, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 32,235.85

Vehicle 17: Truck, 3/4 ton, extended cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection
 - < Wheelbase: 162" minimum
 - < Non-aluminum bed floor
 - < Four wheel drive
 - < Seating: Cloth bucket, no full console, rear cloth
 - < Power windows
 - < Power locks
 - < Power towing mirrors
 - < Integrated brake system and controller
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 17, F.O.B. point of delivery in Fort Bend County, Texas:

 \$ 32,316.25

Vehicle 18: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

CHEVROLET SILVERADO 2500 DOUBLE CAB LWB 2WD

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 162" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber flooring, no carpet
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Integrated trailer brake system
- < Locking rear differential
- < Tow hooks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 18, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 30,766.25

Vehicle 19: Truck, 3/4 ton, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

CHEVROLET SILVERADO 2500 CREW CAB 2WD LWB

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 172" minimum
- < Non-aluminum bed floor
- < Seating: 40/20/40 Cloth, rear cloth
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Front tow hooks
- < Integrated trailer brake system
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 19, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,019.05

Vehicle 20: Truck, 1 Ton, 3500, regular cab, dually, 4 Wheel Drive, cab/chassis only:

List make and model: Must be new, current production.

CHEVROLET SILVERADO 3500 REG CAB CHASSIS 4WD 60" CA

- < Engine: Diesel
- < Wheelbase: 60" cab to axle maximum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 20, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 42,111.05

Vehicle 21: Truck, 1 ton, 3500, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

CHEVROLET SILVERADO 3500HD LWB 2WD CREW CAB

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber floor mats
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 21, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,328.85

Vehicle 22: Truck, 1 1/2 Ton, 4500, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 137.5" minimum
 - < Seating: Vinyl, 60/40 or 40/20/40 split bench
 - < Power windows
 - < Power locks
 - < Limited slip rear axle
 - < Front tow hooks
 - < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 22, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 23: Truck, 1 1/2 Ton, 5500, 4x4, regular cab, 60" cab to axle, dually, cab & chassis:

List make and model: Must be new, current production.

-
- < Engine: Diesel
 - < Transmission: Automatic
 - < Seating: Vinyl, 60/40 or 40/20/40 split bench
 - < Limited slip rear axle
 - < Front tow hooks
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 23, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 24: Ford Explorer or equal:

List make and model: Must be new, current production.

-
- < Engine: 2.3 liter I-4 EcoBoost
 - < Wheelbase: 112.8" minimum
 - < Seating: Cloth
 - < Power windows
 - < Power door locks
 - < Rear air conditioning
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 24, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 25: Ford Explorer Police Inceptor Utility, All Wheel Drive

- < Engine: 3.3 liter minimum
- < Alternator: Heavy duty
- < Seating: Cloth
- < Power driver's seat
- < Power windows
- < Power door locks
- < Power mirrors
- < No spotlight

Meets Specification: Yes No

Total unit bid price, Vehicle 25, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 26: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Vinyl
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < No back seat
 - < Add side door windows
 - < Add rear door windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 26, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 27: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Bucket Cloth
 - < Passenger cloth bench backseat with 3 person restraints
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < Add side door windows
 - < Add rear door windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 27, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 28: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 143" minimum
 - < Aluminum bed floor
 - < Seating: Cloth bucket, rear vinyl
 - < Power windows
 - < Power locks
 - < Power mirrors
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 28, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 29: Truck, 1/2 ton, 4 door, crew cab, short wheel base, hard cover:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 143" minimum
 - < Aluminum bed floor
 - < Seating: Cloth bucket, rear vinyl
 - < Power windows
 - < Power locks
 - < Power mirrors
 - < Class III trailer towing package with hitch
 - < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 29, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 30: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 143" minimum
 - < Aluminum bed floor
 - < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Class III trailer towing package with hitch
 - < Tow hooks
 - < Limited slip rear axle
 - < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 30, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 31: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 143" minimum
 - < Aluminum bed floor
 - < Seating: Cloth, front 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Class III trailer towing package with hitch
 - < Tow hooks
 - < Limited slip rear axle

Meets Specification: Yes No

Total unit bid price, Vehicle 31, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 32: Truck, 1/2 ton, 4 door, crew cab, short wheel base, 4-wheel drive:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < 4-wheel drive
 - < Wheelbase: 143" minimum
 - < Aluminum bed floor
 - < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 32, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 33: Truck, 1/2 ton, 4 door, crew cab, long wheel base with hard cover:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 153" minimum
 - < Aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Power mirrors
 - < Class III trailer towing package with hitch
 - < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 33, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 34: Truck, 3/4 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 133" minimum
 - < Aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Locking rear differential
 - < Front tow hooks
 - < Integrated trailer brake system
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 34, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 35: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 158" minimum
 - < Aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Locking rear differential
 - < Front tow hooks
 - < Integrated trailer brake system
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 35, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 36: Truck, 3/4 ton, regular cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 141" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Locking rear differential
- < Front tow hooks
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 36, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 37: Truck, 3/4 ton, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Aluminum bed floor
- < Seating: Cloth, 40/20/40, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Front tow hooks
- < Integrated trailer brake system
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 37, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 38: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Vinyl
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < No back seat
 - < Add side windows
 - < Add rear windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 38, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 39: Ambulance cab and chassis, regular cab:

List make and model: Must be new, current production, Dodge 3500 Tradesman Chassis 4x2 or equal.

-
- < Engine: 6.7L Cummins turbo diesel
 - < Dual rear wheel
 - < 6 speed automatic transmission
 - < 3.73 rear axle
 - < Rear track 71.7"
 - < Cab to axle distance 84"
 - < Wheelbase: 167.5"
 - < GVW: 14,000 lb minimum
 - < Ambulance prep group
 - < Chrome appearance group
 - < Power accessory group
 - < Power and remote entry group
 - < Steel chrome clad wheels
 - < Rear sliding window
 - < Bright white/clear coat exterior paint
 - < Monotone paint
 - < Medium slate gray interior
 - < Seating: Vinyl, 60/40 or 40/20/40 split bench
 - < Vinyl flooring
 - < Power windows
 - < Power locks

Meets Specification: Yes No

Total unit bid price, Vehicle 39, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 40: Truck, 1 Ton, 3500, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

-
- < Engine: Gasoline 6.6L minimum
 - < Wheelbase: 60" cab to axle maximum
 - < Seating: Vinyl, 60/40 or 40/20/40 split bench
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Limited slip rear axle
 - < Front tow hooks
 - < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 40, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 41: Truck, F-650, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

-
- < Engine: Diesel, 6.7L turbo diesel
 - < 194" Wheelbase/120" CA/75" AF/308" OAL
 - < Seating: Vinyl, Driver bucket and 2 passenger bench
 - < 30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench
 - < Air Suspension - 21,000 lb. Cap
 - < Single Channel - Straight 'C' 15.14 SM, 80,000 PSI
 - < Power Equipment Group
 - < Air Compressor, Bendix, 13.2 CFM Capacity - Includes Direct Reading Air Pressure Gauge
 - < 19,000 lb. Single-Speed - Dana S19-140
 - < Power windows
 - < Power locks
 - < Front tow hooks

Meets Specification: Yes No

Total unit bid price, Vehicle 41, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

CONTRACT SHEET
B22-013

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28th day of SEPTEMBER, 20 21,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
LAKE COUNTRY CHEVROLET (hereinafter designated Contractor),
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Purchase of
Vehicles** 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 28 day of September 20 21

Fort Bend County, Texas

By: K.P. George
County Judge K P George
County Judge KP George

By: SETH GAMBLIN
Signature of Contractor

By: SETH GAMBLIN, FLEET SALES
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Jaime Kovar
Interim County Purchasing Agent

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

September 10, 2021

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 22-013 – Construction of Public Safety Annex

Addendum 1:

Attached is addendum 1. Changes are to Section 3.0 and Added Vehicle 42 in Section 12.0. Vendors are to use Addendum 1 document while preparing their solicitation response.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jaime Kovar at Jaime.kovar@fortbendcountytexas.gov

LAKE COUNTRY CHEVROLET

Company Name

SETH GAMBELAN
Signature of person receiving addendum

09/13/21

Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Interim County Purchasing Agent

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LAKE COUNTRY CHEVROLET INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2152 N. WHEELER STREET	Requester's name and address (optional)
6 City, state, and ZIP code JASPER, TEXAS 75951	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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or												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> </tr> </table>	8	1		-	0	7	9	2	0	5	1	
8	1		-	0	7	9	2	0	5	1		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

3/1/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Job No.: B22013

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 81-0792051

Company Name submitting Bid/Proposal: LAKE COUNTRY CHEVROLET

Mailing Address: 2152 N. WHEELER STREET, JASPER, TEXAS 75951

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business
N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 et seq., as amended, Fort Bend County requests Residence Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that LAKE COUNTRY CHEVROLET is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is JASPER, TEXAS.

[City and State]

EXHIBIT – Federal Clauses

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity.

The following clause applies only for contracts involving “federally assisted construction work.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime

EXHIBIT – Federal Clauses

construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

6. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

EXHIBIT – Federal Clauses

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements”.

7. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in

EXHIBIT – Federal Clauses

accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

11. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

12. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited

EXHIBIT – Federal Clauses

from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

13. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



**COUNTY PURCHASING AGENT
Fort Bend County, Texas**

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	McComb's HFC, LTD		
Business Name (if different from legal name)	Red McComb's Ford		
Federal ID # or S.S. #	74-2750577	DUNS # 926750464	
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 64 yrs
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	8333 IH 10 WEST		
City/State/Zip	SAN ANTONIO, TX 78230		
Physical Address	8333 IH 10 WEST		
City/State/Zip	SAN ANTONIO, TX 78230		
Phone/Fax Number	Phone: (210) 349-4949 EXT: 1656 Fax: (210) 530-3070		
Contact Person	BRANDON W. COLE		
E-mail	BCOLE@REDMAC.NET		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____ <u>Exp Date</u> _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	_____
	HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/>	Certification # 20020750	6/22/2020 6/30/2022
	WBE-Women's Business Enterprise <input checked="" type="checkbox"/>	Certification # 220060750	6/22/2020 6/30/2022
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)	441110, 8111, 811111		
Signature of Authorized Representative			
Printed Name	Brandon W. Cole		
Title	FLEET SALES DIRECTOR		
Date	9/10/2021		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid



Purchase of Vehicles for Fort Bend County
BID 22-013

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, September 14, 2021
2:00 PM (Central)

MARK ENVELOPE:

BID 22-013
Vehicles

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR 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 Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
County Purchasing Agent
Jaime.Kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

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 2:00 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 Jaime Kovar, County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Jaime.Kovar@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

and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, September 7, 2021 at 9:00 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.

- 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

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 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.
- 1.36 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.

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 and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the

order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

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

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

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

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

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 effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the

***AMENDED 9/10/2021**

extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

***3.0 SCOPE:**

It is the intent of Fort Bend County to purchase 2022 year model vehicles from one (1) or more vendors, which meet or exceed the specifications contained herein. **Respondent is responsible for complying with any and all Federal and State rules and regulations.**

4.0 TEXAS ETHICS COMMISSION FORM 1295:

- 4.1 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.
- 4.2 On-line instructions:
 - 4.2.1 Name of governmental entity is to read: Fort Bend County
 - 4.2.2 Identification number used by the governmental entity is: B22-013

4.2.3 Description is the title of the solicitation: Vehicles

- 4.3 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.

5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 5.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6.0 DELIVERY:

Delivery of all vehicles ordered must be completed within one-hundred twenty (120) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Fleet Management, 230 Legion Drive, Richmond, Texas unless otherwise noted on purchase order.

7.0 GENERAL INFORMATION:

- 7.1 Invoice, (130U) Title Application, Manufacturer Certificate of Origin (MCO), Odometer Disclosure Certificate, Buyers Order and Vehicle State Inspection Report all with proper vehicle identification number (VIN) must accompany vehicle when delivered to Vehicle Maintenance. Vehicles must display a paper license tag upon delivery.
- 7.2 All titles should read: Fort Bend County c/o Auditors Department, 301 Jackson, Suite#701, Richmond, Texas 77469 unless otherwise noted.
- 7.3 Prior to delivery of vehicles, vendor must call Fort Bend County Vehicle Maintenance at 281-341-4790.

8.0 TERM OF CONTRACT:

The term of this contract is **October 1, 2021 through September 30, 2022**. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

9.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

10.0 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

11.0 EXHIBIT

- 11.1 Federal Clauses

12.0 REQUIRED EQUIPMENT:

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Unit bid must meet or exceed the following specifications. **All units are to have the following standard equipment unless otherwise stated.** All units to be new, current production models.

- Tires (5) five, radial type tubeless (four plus full size spare);
- Automatic transmission with overdrive;
- Air conditioning, factory installed;
- Brakes: Heavy duty power;
- Rear axle: Suitable for highway use;
- Instrumentation: Full gauges;
- Rearview mirrors: Two outside 6" x 9" low mount door;
- Interior mirrors: Rearview, day/night;
- Air Bags: Driver and passenger side;
- Fuel tank: Standard capacity as listed by manufacturer;
- Power steering;
- Radio: AM/FM with speakers, factory installed;
- Tilt steering and speed control;
- Bumper: Front and rear with a step;

- Floor mats;
- Headlights: Halogen with replaceable bulbs;
- Lighting: Interior dome and door actuated;
- Intermittent windshield wiper system;
- Bluetooth
- Back up camera
- Factory window tinting;
- State inspection sticker;
- Exterior paint color: Manufacturers standard color to be selected at time of order;
- **Four (4) ignition keys and four (4) key fobs for each vehicle ordered**

Vehicle 1: Chevrolet Tahoe, Police Package, without console:

- < Four (4) door
- < Model CC10706
- < No console
- < 2 wheel drive
- < Pursuit rated suspension and components
- < Engine: 5.3 liter V-8
- < LH Spotlight, factory installed
- < Rubber flooring
- < Two (2) front individual mats
- < Seating: Cloth bucket with rear vinyl
- < Power windows
- < Power locks
- < Single key fleet alike, 6E2
- < Deactivate all theft deterrent
- < Delete daytime running lights and automatic head lights
- < Dual batteries K5T
- < Single color paint
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 1, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A Specific to Chevy

Vehicle 2: Chevrolet Tahoe, Police Package with console:

- < Four (4) door
- < Model CC10706
- < With option A50: Cloth bucket seats with rear cloth with factory console
- < 2 wheel drive
- < Pursuit rated suspension and components
- < Engine: 5.3 liter V-8
- < LH Spotlight, factory installed
- < Rubber flooring
- < Two (2) front individual mats
- < Power windows
- < Power locks
- < Single key fleet alike, 6E2
- < Deactivate all theft deterrent
- < Delete daytime running lights and automatic head lights
- < Dual batteries K5T
- < Single color paint
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 2, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A Specific to Chevy

Vehicle 3: Non-Police Package 4-door Sedan:

List make and model: Must be new, current production, Chevy Malibu or equal.

N/A Similar vehicle not available to Dealer.

- < Engine: 1.5 liter, I-4 turbo minimum
- < Wheelbase: 111.4" minimum
- < Seating: Cloth, front and rear
- < Power windows
- < Power locks

Meets Specification: Yes No

Total unit bid price, Vehicle 3, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A Specs not available in Ford

Vehicle 4: Truck, 1/2 ton, extended cab, short wheel base:

List make and model: Must be new, current production.

N/A wheelbase/Non Aluminum bed are Unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber flooring, no carpet
- < Power windows
- < Power locks
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 4, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 5: Truck, 1/2 ton, extended cab, short wheel base:

List make and model: Must be new, current production.

N/A wheel base/Non Aluminum bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 5, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 6: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

N/A wheelbase / Non Aluminum bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: 40/20/40 Cloth, rear cloth
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 6, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 7: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

N/A wheelbase / Non aluminum bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 7, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 8: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

N/A wheelbase / Non-aluminum bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: 40/20/40, Cloth, rear cloth
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 8, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 9: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

N/A wheelbase / Non Aluminum bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear cloth
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 9, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 10: Truck, 1/2 ton, 4 door, crew cab, short wheel base, 4-wheel drive:

List make and model: Must be new, current production.

N/A wheelbase/Non Aluminum bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < 4-wheel drive
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl 40/20/40, rear vinyl
- < No full console
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 10, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 11: Truck, 1/2 ton, crew cab, long wheel base, 4-wheel drive:

List make and model: Must be new, current production.

N/A wheelbase/Non Aluminum bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < 4-wheel drive
- < Wheelbase: 147" minimum, 6' bed
- < Ground clearance: 7.89" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Front tow hooks
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 11, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 12: Truck, 1/2 ton, 4 door, crew cab, long wheel base with hard cover:

List make and model: Must be new, current production.

N/A Non Aluminium bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 157" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 12, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 13: Truck, 1/2 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

N/A Non-Aluminium bed unavailable

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 140" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 13, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 14: Truck, 3/4 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

N/A Non Aluminum bed unavailable

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 140" minimum
- < Non-aluminum bed floor
- < Front ground clearance: 9.6 inch minimum
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 14, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 15: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

N/A Non Aluminum bed unavailable

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 162" minimum
- < Non-aluminum bed floor
- < Front ground clearance: 10.12 inch minimum
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 15, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 16: Truck, 3/4 ton, regular cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

N/A Non Aluminum bed unavailable

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 142" minimum
- < Non-aluminum bed floor
- < Front ground clearance: 10.12 inch minimum
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Locking rear differential
- < Front tow hooks
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 16, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 17: Truck, 3/4 ton, extended cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

N/A Non Aluminum bed unavailable

- < Engine: 5.7 liter V-8, fuel injection
- < Wheelbase: 162" minimum
- < Non-aluminum bed floor
- < Four wheel drive
- < Seating: Cloth bucket, no full console, rear cloth
- < Power windows
- < Power locks
- < Power towing mirrors
- < Integrated brake system and controller
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 17, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 18: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

N/A Non Aluminum bed unavailable

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 162" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber flooring, no carpet
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Integrated trailer brake system
- < Locking rear differential
- < Tow hooks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 18, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 19: Truck, 3/4 ton, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

N/A Non Aluminum bed unavailable

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 172" minimum
- < Non-aluminum bed floor
- < Seating: 40/20/40 Cloth, rear cloth
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Front tow hooks
- < Integrated trailer brake system
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 19, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 20: Truck, 1 Ton, 3500, regular cab, dually, 4 Wheel Drive, cab/chassis only:

List make and model: Must be new, current production.

Ford F-350 Chassis Cab

- < Engine: Diesel
- < Wheelbase: 60" cab to axle maximum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 20, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 46,588

Vehicle 21: Truck, 1 ton, 3500, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

N/A Non Aluminum bed unavailable

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber floor mats
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 21, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

Vehicle 22: Truck, 1 1/2 Ton, 4500, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

Ford F-450 Chassis Cab

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 137.5" minimum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 22, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 38,748

Vehicle 23: Truck, 1 1/2 Ton, 5500, 4x4, regular cab, 60" cab to axle, dually, cab & chassis:

List make and model: Must be new, current production.

Ford F-550 Chassis Cab

- < Engine: Diesel
- < Transmission: Automatic
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Limited slip rear axle
- < Front tow hooks
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 23, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 52,293

Vehicle 24: Ford Explorer or equal:

List make and model: Must be new, current production.

Ford Explorer

- < Engine: 2.3 liter I-4 Ecoboost
- < Wheelbase: 112.8" minimum
- < Seating: Cloth
- < Power windows
- < Power door locks
- < Rear air conditioning
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 24, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 28,994

Vehicle 25: Ford Explorer Police Inceptor Utility, All Wheel Drive

- < Engine: 3.3 liter minimum
- < Alternator: Heavy duty
- < Seating: Cloth
- < Power driver's seat
- < Power windows
- < Power door locks
- < Power mirrors
- < No spotlight

Meets Specification: Yes No

Total unit bid price, Vehicle 25, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 37,500

Vehicle 26: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

Ford Transit

- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
- < Seating: Vinyl
- < Vinyl flooring, front and rear (cargo area) or manufacturer standard
- < Power windows
- < Power locks
- < Rear air conditioning
- < No back seat
- < Add side door windows
- < Add rear door windows
- < Step bumper
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 26, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 41,055

Vehicle 27: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

Ford Transit

- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
- < Seating: Bucket Cloth
- < Passenger cloth bench backseat with 3 person restraints
- < Vinyl flooring, front and rear (cargo area) or manufacturer standard
- < Power windows
- < Power locks
- < Rear air conditioning
- < Add side door windows
- < Add rear door windows
- < Step bumper
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 27, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 41,055

Vehicle 28: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth bucket, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 28, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 37,490

Vehicle 29: Truck, 1/2 ton, 4 door, crew cab, short wheel base, hard cover:

List make and model: Must be new, current production.

Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth bucket, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 29, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 39,490

Vehicle 30: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 30, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 39,490

Vehicle 31: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle

Meets Specification: Yes No

Total unit bid price, Vehicle 31, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 37,490

Vehicle 32: Truck, 1/2 ton, 4 door, crew cab, short wheel base, 4-wheel drive:

List make and model: Must be new, current production.

Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < 4-wheel drive
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 32, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 38,870

Vehicle 33: Truck, 1/2 ton, 4 door, crew cab, long wheel base with hard cover:

List make and model: Must be new, current production.

Ford F-150

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 153" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 33, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 38,250

Vehicle 34: Truck, 3/4 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

Ford F-250

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 133" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification:

Yes

No

Total unit bid price, Vehicle 34, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 31,452

Vehicle 35: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

Ford F-250

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification:

Yes

No

Total unit bid price, Vehicle 35, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 32,388

Vehicle 36: Truck, 3/4 ton, regular cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

Ford F-250

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 141" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Locking rear differential
- < Front tow hooks
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 36, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 32,573

Vehicle 37: Truck, 3/4 ton, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

Ford F-250

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Aluminum bed floor
- < Seating: Cloth, 40/20/40, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Front tow hooks
- < Integrated trailer brake system
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 37, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,463

Vehicle 38: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

Ford Transit

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Vinyl
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < No back seat
 - < Add side windows
 - < Add rear windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 38, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 42,055

Vehicle 39: Ambulance cab and chassis, regular cab:

List make and model: Must be new, current production, Dodge 3500 Tradesman Chassis 4x2 or equal.

Ford F-350 Chassis

- < Engine: 6.7L Cummins turbo diesel
- < Dual rear wheel
- < 6 speed automatic transmission
- < 3.73 rear axle
- < Rear track 71.7"
- < Cab to axle distance 84"
- < Wheelbase: 167.5"
- < GVW: 14,000 lb minimum
- < Ambulance prep group
- < Chrome appearance group
- < Power accessory group
- < Power and remote entry group
- < Steel chrome clad wheels
- < Rear sliding window
- < Bright white/clear coat exterior paint
- < Monotone paint
- < Medium slate gray interior
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Vinyl flooring
- < Power windows
- < Power locks

Meets Specification: Yes No

Total unit bid price, Vehicle 39, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 47,905

Vehicle 40: Truck, 1 Ton, 3500, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

Ford F-350 Chassis Cab.

- < Engine: Gasoline 6.6L minimum
- < Wheelbase: 60" cab to axle maximum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 40, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,840

Vehicle 41: Truck, F-650, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

N/A Not able to source

- < Engine: Diesel, 6.7L turbo diesel
- < 194" Wheelbase/120" CA/75" AF/308" OAL
- < Seating: Vinyl, Driver bucket and 2 passenger bench
- < 30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench
- < Air Suspension - 21,000 lb. Cap
- < Single Channel - Straight 'C' 15.14 SM, 80,000 PSI
- < Power Equipment Group
- < Air Compressor, Bendix, 13.2 CFM Capacity - Includes Direct Reading Air Pressure Gauge
- < 19,000 lb. Single-Speed - Dana S19-140
- < Power windows
- < Power locks
- < Front tow hooks

Meets Specification: Yes No

Total unit bid price, Vehicle 41, F.O.B. point of delivery in Fort Bend County, Texas:

\$ N/A

CONTRACT SHEET
B22-013

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28th day of September, 2021 by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by

County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and

McLomb's HFC, LTD DBA: Red McLomb's Ford (hereinafter designated Contractor).
(company name)


WITNESSETH:


The Contractor and the County agree that the bid and specifications for **Purchase of Vehicles** 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 28 day of September 2021.

Fort Bend County, Texas

By: 
County Judge KP George
County Judge KP George

By: 
Signature of Contractor

By: Fleet Sales Director
Printed Name and Title

COUNTY PURCHASING AGENT
Fort Bend County, Texas



Jaime Kovar
Interim County Purchasing Agent

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

September 10, 2021

TO: All Prospective Bidders

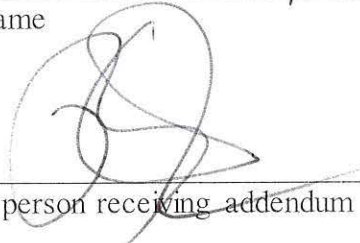
RE: Addendum No. 1 – Fort Bend County Bid 22-013 – Construction of Public Safety Annex

Addendum 1:

Attached is addendum 1. Changes are to Section 3.0 and Added Vehicle 42 in Section 12.0. Vendors are to use Addendum 1 document while preparing their solicitation response.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jaime Kovar at Jaime.kovar@fortbendcountytexas.gov

McComb's HFC, LTD DBA: Red McComb's Ford
Company Name


Signature of person receiving addendum

9/10/21
Date

If you have any questions, please contact this office.

Sincerely,



Jaime Kovar
Interim County Purchasing Agent

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MCCOMBS HFC. LTD.

2 Business name/disregarded entity name, if different from above
RED MCCOMBS COLLISION CENTER

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8333 IH 10 WEST

6 City, state, and ZIP code
SAN ANTONIO, TX 78230

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

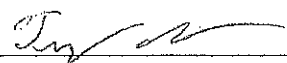
7	4	-	2	7	5	0	5	7	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 4/13/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Job No.: Bid 22-013

TAX FORM/DEBT/ RESIDENCE CERTIFICATION

(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 74-2750577

Company Name submitting Bid/Proposal: McLomb's HFC, LTD DBA: Red McLomb's Ford

Mailing Address: 8333 IH 10 West San Antonio, TX 78230

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
 ** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?
 Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 et seq., as amended, Fort Bend County requests Residence Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that McLomb's HFC, LTD is a Resident Bidder of Texas as defined in Government Code §2252.001.
 [Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
 [City and State]



SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

June 22, 2020

Marsha Shields
McCombs HFC, Ltd. DBA Red McCombs Ford
755 E. Mulberry Ave., Suite 600
San Antonio, TX 78212

Dear Marsha Shields:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

*WBE

Certification Number: [REDACTED]
Certification Expiration: **June 30, 2022**

Providing the following products or services:

NAICS 441110: AUTOMOBILE DEALERS, NEW ONLY OR NEW AND USED

NAICS 441110: LIGHT UTILITY TRUCK DEALERS, NEW ONLY OR NEW AND USED

NAICS 441110: NEW CAR DEALERS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is June 30, 2022.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Johnson", written over a horizontal line.

Charles Johnson,
Executive Director

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity.

The following clause applies only for contracts involving “federally assisted construction work.”

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime

construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

6. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

EXHIBIT – Federal Clauses

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements”.

7. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in

EXHIBIT – Federal Clauses

accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

11. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

12. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited

from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

13. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



For Solicitation 22-013

Date issued : AUG 29 2021

By : Fort Bend County

Submission by : Red McCombs
c/o Brandon Cole – Fleet Director
David Hartmann- Fleet Acct Manager
8333 I-10w
San Antonio, Texas 78230
210-349-4949 Ext 1656
Ext 1677
210-357-1479 – fax
Sa.ford.com- website
bcole@redmac.net - email



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

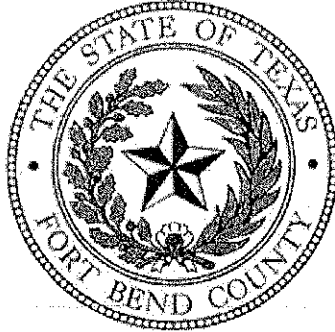
Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	SILSBEE FORD INC		
Business Name (if different from legal name)			
Federal ID # or S.S. #	76-0533144	DUNS #	023003473
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 27
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	1211 US HIGHWAY 96 N		
City/State/Zip	SILSBEE, TX 77656		
Physical Address	1211 US HIGHWAY 96 N		
City/State/Zip	SILSBEE, TX 77656		
Phone/Fax Number	Phone: 512.436.1313	Fax:	_____
Contact Person	SETH GAMBLIN		
E-mail	SGAMBLIN.SILSBEEFLEET@GMAIL.COM		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Exp Date</u> _____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 <input checked="" type="checkbox"/>		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name	SETH GAMBLIN		
Title	FLEET SALES		
Date	09/07/21		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Fort Bend County, Texas
Invitation for Bid



Purchase of Vehicles for Fort Bend County
BID 22-013

SUBMIT BIDS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, September 14, 2021
2:00 PM (Central)

MARK ENVELOPE:

BID 22-013
Vehicles

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR 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 Commissioners Court award.

Requests for information must be in
writing and directed to:
Jaime Kovar
County Purchasing Agent
Jaime.Kovar@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

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 2:00 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 Jaime Kovar, County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Jaime.Kovar@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

and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, September 7, 2021 at 9:00 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.

- 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

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 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.
- 1.36 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.

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 and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 **Shipment Under Reservation Prohibited:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 **Delivery Terms:** F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 **Place of Delivery:** The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 **Invoices and Payments:**
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the

order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 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 made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to purchase 2022 year model vehicles from one (1) or more vendors, which meet or exceed the specifications contained herein.

4.0 TEXAS ETHICS COMMISSION FORM 1295:

- 4.1 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.
- 4.2 On-line instructions:
 - 4.2.1 Name of governmental entity is to read: Fort Bend County
 - 4.2.2 Identification number used by the governmental entity is: B22-013
 - 4.2.3 Description is the title of the solicitation: Vehicles

- 4.3 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.

5.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 5.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 5.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

6.0 DELIVERY:

Delivery of all vehicles ordered must be completed within one-hundred twenty (120) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Fleet Management, 230 Legion Drive, Richmond, Texas unless otherwise noted on purchase order.

7.0 GENERAL INFORMATION:

- 7.1 Invoice, (130U) Title Application, Manufacturer Certificate of Origin (MCO), Odometer Disclosure Certificate, Buyers Order and Vehicle State Inspection Report all with proper vehicle identification number (VIN) must accompany vehicle when delivered to Vehicle Maintenance. Vehicles must display a paper license tag upon delivery.
- 7.2 All titles should read: Fort Bend County c/o Auditors Department, 301 Jackson, Suite#701, Richmond, Texas 77469 unless otherwise noted.
- 7.3 Prior to delivery of vehicles, vendor must call Fort Bend County Vehicle Maintenance at 281-341-4790.

8.0 TERM OF CONTRACT:

The term of this contract is **October 1, 2021 through September 30, 2022**. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

9.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

10.0 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

11.0 EXHIBIT

- 11.1 Federal Clauses

12.0 REQUIRED EQUIPMENT:

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Unit bid must meet or exceed the following specifications. **All units are to have the following standard equipment unless otherwise stated.** All units to be new, current production models.

- Tires (5) five, radial type tubeless (four plus full size spare);
- Automatic transmission with overdrive;
- Air conditioning, factory installed;
- Brakes: Heavy duty power;
- Rear axle: Suitable for highway use;
- Instrumentation: Full gauges;
- Rearview mirrors: Two outside 6" x 9" low mount door;
- Interior mirrors: Rearview, day/night;
- Air Bags: Driver and passenger side;
- Fuel tank: Standard capacity as listed by manufacturer;
- Power steering;
- Radio: AM/FM with speakers, factory installed;
- Tilt steering and speed control;
- Bumper: Front and rear with a step;

- Floor mats;
- Headlights: Halogen with replaceable bulbs;
- Lighting: Interior dome and door actuated;
- Intermittent windshield wiper system;
- Bluetooth
- Back up camera
- Factory window tinting;
- State inspection sticker;
- Exterior paint color: Manufacturers standard color to be selected at time of order;
- **Four (4) ignition keys and four (4) key fobs for each vehicle ordered**

Vehicle 1: Chevrolet Tahoe, Police Package, without console:

- < Four (4) door
- < Model CC10706
- < No console
- < 2 wheel drive
- < Pursuit rated suspension and components
- < Engine: 5.3 liter V-8
- < LH Spotlight, factory installed
- < Rubber flooring
- < Two (2) front individual mats
- < Seating: Cloth bucket with rear vinyl
- < Power windows
- < Power locks
- < Single key fleet alike, 6E2
- < Deactivate all theft deterrent
- < Delete daytime running lights and automatic head lights
- < Dual batteries K5T
- < Single color paint
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 1, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 2: Chevrolet Tahoe, Police Package with console:

- < Four (4) door
- < Model CC10706
- < With option A50: Cloth bucket seats with rear cloth with factory console
- < 2 wheel drive
- < Pursuit rated suspension and components
- < Engine: 5.3 liter V-8
- < LH Spotlight, factory installed
- < Rubber flooring
- < Two (2) front individual mats
- < Power windows
- < Power locks
- < Single key fleet alike, 6E2
- < Deactivate all theft deterrent
- < Delete daytime running lights and automatic head lights
- < Dual batteries K5T
- < Single color paint
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 2, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 3: Non-Police Package 4-door Sedan:

List make and model: Must be new, current production, Chevy Malibu or equal.

 CHEVROLET MALIBU

- < Engine: 1.5 liter, I-4 turbo minimum
- < Wheelbase: 111.4" minimum
- < Seating: Cloth, front and rear
- < Power windows
- < Power locks

Meets Specification: Yes No

Total unit bid price, Vehicle 3, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 4: Truck, 1/2 ton, extended cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Rubber flooring, no carpet
- < Power windows
- < Power locks
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 4, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 5: Truck, 1/2 ton, extended cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package

Meets Specification: Yes No

Total unit bid price, Vehicle 5, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 6: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: 40/20/40 Cloth, rear cloth
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 6, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 7: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 7, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 8: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: 40/20/40, Cloth, rear cloth
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 8, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 9: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear cloth
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 9, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 10: Truck, 1/2 ton, 4 door, crew cab, short wheel base, 4-wheel drive:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < 4-wheel drive
- < Wheelbase: 147" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl 40/20/40, rear vinyl
- < No full console
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 10, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 11: Truck, 1/2 ton, crew cab, long wheel base, 4-wheel drive:

List make and model: Must be new, current production.

- < Engine: 5.0 liter V-8, fuel injection minimum
- < 4-wheel drive
- < Wheelbase: 147" minimum, 6' bed
- < Ground clearance: 7.89" minimum
- < Non-aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Front tow hooks
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 11, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 12: Truck, 1/2 ton, 4 door, crew cab, long wheel base with hard cover:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 157" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Power mirrors
 - < Class III trailer towing package with hitch
 - < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 12, F.O.B. point of delivery in Fort Bend County, Texas:

 \$ NB _____

Vehicle 13: Truck, 1/2 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.0 liter V-8, fuel injection minimum
 - < Wheelbase: 140" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 13, F.O.B. point of delivery in Fort Bend County, Texas:

 \$ NB _____

Vehicle 14: Truck, 3/4 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 140" minimum
 - < Non-aluminum bed floor
 - < Front ground clearance: 9.6 inch minimum
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Locking rear differential
 - < Front tow hooks
 - < Integrated trailer brake system
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 14, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 15: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 162" minimum
- < Non-aluminum bed floor
- < Front ground clearance: 10.12 inch minimum
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 15, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 16: Truck, 3/4 ton, regular cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 142" minimum
 - < Non-aluminum bed floor
 - < Front ground clearance: 10.12 inch minimum
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Power windows
 - < Power locks
 - < Locking rear differential
 - < Front tow hooks
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 16, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 17: Truck, 3/4 ton, extended cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection
 - < Wheelbase: 162" minimum
 - < Non-aluminum bed floor
 - < Four wheel drive
 - < Seating: Cloth bucket, no full console, rear cloth
 - < Power windows
 - < Power locks
 - < Power towing mirrors
 - < Integrated brake system and controller
 - < Limited slip rear axle
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 17, F.O.B. point of delivery in Fort Bend County, Texas:

 \$ NB

Vehicle 18: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 162" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
 - < Rubber flooring, no carpet
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Integrated trailer brake system
 - < Locking rear differential
 - < Tow hooks
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 18, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 19: Truck, 3/4 ton, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 172" minimum
 - < Non-aluminum bed floor
 - < Seating: 40/20/40 Cloth, rear cloth
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Front tow hooks
 - < Integrated trailer brake system
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 19, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 20: Truck, 1 Ton, 3500, regular cab, dually, 4 Wheel Drive, cab/chassis only:

List make and model: Must be new, current production.

FORD F350 CHASSIS DRW REG CAB XL 4WD

- < Engine: Diesel
- < Wheelbase: 60" cab to axle maximum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 20, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 46,264.75

Vehicle 21: Truck, 1 ton, 3500, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

-
- < Engine: 5.7 liter V-8, fuel injection minimum
 - < Wheelbase: 158" minimum
 - < Non-aluminum bed floor
 - < Seating: Vinyl, 60/40 or 40/20/40 split bench, rear vinyl
 - < Rubber floor mats
 - < Power windows
 - < Power locks
 - < Trailer towing mirrors
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 21, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 22: Truck, 1 1/2 Ton, 4500, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

FORD F450 CHASSIS 4X2 REG CAB 145" WB DRW XL

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 137.5" minimum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 22, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 37,862.40

Vehicle 23: Truck, 1 1/2 Ton, 5500, 4x4, regular cab, 60" cab to axle, dually, cab & chassis:

List make and model: Must be new, current production.

FORD F550 CHASSIS 4WD REG CAB 145" WB DRW XL

- < Engine: Diesel
- < Transmission: Automatic
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Limited slip rear axle
- < Front tow hooks
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 23, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 50,348.25

Vehicle 24: Ford Explorer or equal:

List make and model: Must be new, current production.

FORD EXPLORER 4X2

- < Engine: 2.3 liter I-4 Ecoboost
- < Wheelbase: 112.8" minimum
- < Seating: Cloth
- < Power windows
- < Power door locks
- < Rear air conditioning
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 24, F.O.B. point of delivery in Fort Bend County, Texas:

 \$ 29,109.00

Vehicle 25: Ford Explorer Police Inceptor Utility, All Wheel Drive

- < Engine: 3.3 liter minimum
- < Alternator: Heavy duty
- < Seating: Cloth
- < Power driver's seat
- < Power windows
- < Power door locks
- < Power mirrors
- < No spotlight

Meets Specification: Yes No

Total unit bid price, Vehicle 25, F.O.B. point of delivery in Fort Bend County, Texas:

 \$ 34,610.75

Vehicle 26: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Vinyl
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < No back seat
 - < Add side door windows
 - < Add rear door windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 26, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 27: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Bucket Cloth
 - < Passenger cloth bench backseat with 3 person restraints
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < Add side door windows
 - < Add rear door windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 27, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 28: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

FORD F150 CREW CAB 2WD 5.5' BOX 145WB

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth bucket, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 28, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 31,933.50

Vehicle 29: Truck, 1/2 ton, 4 door, crew cab, short wheel base, hard cover:

List make and model: Must be new, current production.

FORD F150 CREW CAB 2WD 5.5" BOX 145WB

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth bucket, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 29, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,728.50

Vehicle 30: Truck, 1/2 ton, 4 door, crew cab, short wheel base with hard cover:

List make and model: Must be new, current production.

FORD F150 CREW CAB 2WD 5.5" BOX 145WB

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 30, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,828.50

Vehicle 31: Truck, 1/2 ton, 4 door, crew cab, short wheel base:

List make and model: Must be new, current production.

FORD F150 CREW CAB 2WD 5.5" BOX 145WB

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch
- < Tow hooks
- < Limited slip rear axle

Meets Specification: Yes No

Total unit bid price, Vehicle 31, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 32,033.50

Vehicle 32: Truck, 1/2 ton, 4 door, crew cab, short wheel base, 4-wheel drive:

List make and model: Must be new, current production.

FORD F150 CREW CAB 4WD 5.5" BOX 145WB

- < Engine: 5.0 liter V-8, fuel injection minimum
- < 4-wheel drive
- < Wheelbase: 143" minimum
- < Aluminum bed floor
- < Seating: Cloth, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 32, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 35,733.50

Vehicle 33: Truck, 1/2 ton, 4 door, crew cab, long wheel base with hard cover:

List make and model: Must be new, current production.

FORD F150 2WD CREW CAB 6.5' BOX 157" WB XL

- < Engine: 5.0 liter V-8, fuel injection minimum
- < Wheelbase: 153" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Power mirrors
- < Class III trailer towing package with hitch
- < Lockable hard cover

Meets Specification: Yes No

Total unit bid price, Vehicle 33, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 33,728.50

Vehicle 34: Truck, 3/4 ton, regular cab, long wheel base:

List make and model: Must be new, current production.

FORD F250 REG CAB LWB

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 133" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: X Yes No

Total unit bid price, Vehicle 34, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 28,069.25

Vehicle 35: Truck, 3/4 ton, extended cab, long wheel base:

List make and model: Must be new, current production.

FORD F250 EXTENDED CAB LWB 2WD

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Locking rear differential
- < Front tow hooks
- < Integrated trailer brake system
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: X Yes No

Total unit bid price, Vehicle 35, F.O.B. point of delivery in Fort Bend County, Texas:

§ 30,975.50

Vehicle 36: Truck, 3/4 ton, regular cab, long wheel base, 4-Wheel Drive:

List make and model: Must be new, current production.

FORD F250 REG CAB 4WD LWB

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 141" minimum
- < Aluminum bed floor
- < Seating: Vinyl, front 60/40 or 40/20/40 split bench, rear vinyl
- < Power windows
- < Power locks
- < Locking rear differential
- < Front tow hooks
- < Limited slip rear axle
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 36, F.O.B. point of delivery in Fort Bend County, Texas:

 \$ 31,964.25

Vehicle 37: Truck, 3/4 ton, 4 door, crew cab, long wheel base:

List make and model: Must be new, current production.

FORD F250 CREW CAB LWB

- < Engine: 5.7 liter V-8, fuel injection minimum
- < Wheelbase: 158" minimum
- < Aluminum bed floor
- < Seating: Cloth, 40/20/40, rear vinyl
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Front tow hooks
- < Integrated trailer brake system
- < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 37, F.O.B. point of delivery in Fort Bend County, Texas:

 \$ 33,150.25

Vehicle 38: Van, Cargo, 3/4 Ton, Extended Length:

List make and model: Must be new, current production.

-
- < Engine: Gas, 5.3 liter V-8, fuel injection minimum
 - < Seating: Vinyl
 - < Vinyl flooring, front and rear (cargo area) or manufacturer standard
 - < Power windows
 - < Power locks
 - < Rear air conditioning
 - < No back seat
 - < Add side windows
 - < Add rear windows
 - < Step bumper
 - < Class III trailer towing package with hitch

Meets Specification: Yes No

Total unit bid price, Vehicle 38, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

Vehicle 39: Ambulance cab and chassis, regular cab:

List make and model: Must be new, current production, Dodge 3500 Tradesman Chassis 4x2 or equal.

-
- < Engine: 6.7L Cummins turbo diesel
 - < Dual rear wheel
 - < 6 speed automatic transmission
 - < 3.73 rear axle
 - < Rear track 71.7"
 - < Cab to axle distance 84"
 - < Wheelbase: 167.5"
 - < GVW: 14,000 lb minimum
 - < Ambulance prep group
 - < Chrome appearance group
 - < Power accessory group
 - < Power and remote entry group
 - < Steel chrome clad wheels
 - < Rear sliding window
 - < Bright white/clear coat exterior paint
 - < Monotone paint
 - < Medium slate gray interior
 - < Seating: Vinyl, 60/40 or 40/20/40 split bench
 - < Vinyl flooring
 - < Power windows
 - < Power locks

Meets Specification: Yes No

Total unit bid price, Vehicle 39, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB _____

Vehicle 40: Truck, 1 Ton, 3500, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

FORD F350 CHASSIS REG CAB 2WD 60CA

- < Engine: Gasoline 6.6L minimum
- < Wheelbase: 60" cab to axle maximum
- < Seating: Vinyl, 60/40 or 40/20/40 split bench
- < Power windows
- < Power locks
- < Trailer towing mirrors
- < Limited slip rear axle
- < Front tow hooks
- < Integrated trailer brake system

Meets Specification: Yes No

Total unit bid price, Vehicle 40, F.O.B. point of delivery in Fort Bend County, Texas:

\$ 35,049.75

Vehicle 41: Truck, F-650, regular cab, dually, cab/chassis only:

List make and model: Must be new, current production.

-
- < Engine: Diesel, 6.7L turbo diesel
 - < 194" Wheelbase/120" CA/75" AF/308" OAL
 - < Seating: Vinyl, Driver bucket and 2 passenger bench
 - < 30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench
 - < Air Suspension - 21,000 lb. Cap
 - < Single Channel - Straight 'C' 15.14 SM, 80,000 PSI
 - < Power Equipment Group
 - < Air Compressor, Bendix, 13.2 CFM Capacity - Includes Direct Reading Air Pressure Gauge
 - < 19,000 lb. Single-Speed - Dana S19-140
 - < Power windows
 - < Power locks
 - < Front tow hooks

Meets Specification: Yes No

Total unit bid price, Vehicle 41, F.O.B. point of delivery in Fort Bend County, Texas:

\$ NB

CONTRACT SHEET
B22-013

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 28th day of September, 2021,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
SILSBEE FORD (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Purchase of Vehicles** 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 28 day of September 2021.

Fort Bend County, Texas

By: _____



County Judge K P George
County Judge KP George

By: _____



Signature of Contractor

By: _____

SETH GAMBLIN FLEET SALES

Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Jaime Kovar
Interim County Purchasing Agent

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

September 10, 2021

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 22-013 – Construction of Public Safety Annex

Addendum 1:

Attached is addendum 1. Changes are to Section 3.0 and Added Vehicle 42 in Section 12.0. Vendors are to use Addendum 1 document while preparing their solicitation response.

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jaime Kovar at Jaime.kovar@fortbendcountytexas.gov

SILSBEE FORD

Company Name

SETH GAMBELAN
Signature of person receiving addendum

09/13/21
Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar
Jaime Kovar
Interim County Purchasing Agent

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SILSBEE FORD INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 815	Requester's name and address (optional)
	6 City, state, and ZIP code SILSBEE, TEXAS 77656	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
7	6	-	0	5	3	3	1	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date ▶ 1-4-21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Job No.: B22013

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 76-0533144

Company Name submitting Bid/Proposal: SILSBEE FORD

Mailing Address: 1211 US HIGHWAY 96 NORTH

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I: **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
_____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that SILSBEE FORD is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is SILSBEE, TEXAS.
[Company Name] [City and State]

EXHIBIT – Federal Clauses

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity.

The following clause applies only for contracts involving “federally assisted construction work.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime

EXHIBIT – Federal Clauses

construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

6. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

EXHIBIT – Federal Clauses

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements”.

7. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in

EXHIBIT – Federal Clauses

accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

11. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

12. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited

EXHIBIT – Federal Clauses

from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

13. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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:
2021-804052

Date Filed:
09/20/2021

Date Acknowledged:
09/28/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Helfman Ford
Stafford, 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.
BD22-013
ordering and selling of vehicles.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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:
2021-800366

Date Filed:
09/09/2021

Date Acknowledged:
09/28/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LAKE COUNTRY CHEVROLET
SILSBEE , 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.
22-013
VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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:
 2021-804033

Date Filed:
 09/20/2021

Date Acknowledged:
 09/28/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 McComb's HFC, LTD DBA Red McComb's Ford
 San Antonio, 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 22-013
 Purchase of Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

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:
2021-800364

Date Filed:
09/09/2021

Date Acknowledged:
09/28/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SILSBEE FORD
SILSBEE, 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.
22-013
VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)