

Fort Bend County Specification Download Acknowledgment



*Request for Quote
Moving Services for Carpet Renovation
RFQ 2010-55*

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

- Vendor Responsibilities:**
- Vendors are responsible to download and complete any addendums.
 - Vendors will submit responses in accordance with requirements stated on cover of document.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

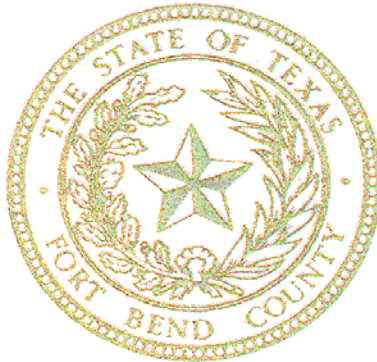
Facsimile Number

Email Address

Signature

Date

*Fort Bend County, Texas
Request For Quote*



*Moving Services for Carpet Renovation
RFQ #2010-55*

**SUBMIT QUOTES ON THE PRICING
FORM TO:**

Fort Bend County Purchasing Department
Cheryl Krejci, CPPB
Fax : 281-341-8645
or krejcche@co.fort-bend.tx.us

SUBMIT NO LATER THAN:

Thursday, July 1, 2010
10:00 AM (Central)

TO INCLUDE WITH RFQ RETURN:

1. Vendor Information page (page 2)
2. Pricing pages 24 and 25.
3. Required Insurance Certificate/s
4. Documentation as stated herein.

***ALL RFQs MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
RFQs RECEIVED WILL THEN BE OPENED AND EVALUATED.***

**Results will not be given by phone.
Results will be provided to
vendors in writing.**

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this RFQ. Requests for
information must be in writing and directed
to:

Cheryl Krejci, CPPB
Senior Buyer
krejcche@co.fort-bend.tx.us or
Fax:281-341-8645

Vendor Information

Legal Name of Contracting Company

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

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

Date

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised rfqs, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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: Vendor 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 RFQ Returns: Quotes must be returned to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 10:00 A.M. on the date specified. RFQs can be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471 or faxed to 281-341-8645.
- 1.5 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.6 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Vendors must sign and include it in the returned rfq package.
- 1.7 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 rfq, 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 rfq. Certification of such coverage must be provided to the County upon request.
- 1.8 Waiver of Subrogation: Vendor and Vendor'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 vendor's performance under this agreement.

- 1.9 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.
- 1.10 Bonds: If this rfq requires submission of rfq guarantee and performance bond, there will be a separate page explaining those requirements. Rfqs submitted without the required rfq bond or cashier's checks are not acceptable.
- 1.11 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.
- 1.12 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 vendor 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 vendor.
- 1.13 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the rfq sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the rfq prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, vendor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.14 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 rfq.

- 1.15 Supplemental Materials: Vendors are responsible for including all pertinent product data in the returned rfq package. Literature, brochures, data sheets, specification information, completed forms requested as part of the rfq 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 vendor wishes to include as a condition of the rfq, must also be in the returned rfq package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire rfq.
- 1.16 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a vendor must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Vendors are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the vendor to maintain such a file will be cause to reject any rfq applying thereto.
- 1.17 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these rfqs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors 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.
- 1.18 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the rfq. 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 vendor 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.
- 1.19 Evaluation: Evaluation shall be used as a determinant as to which rfq 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 rfqs are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all rfq requirements, delivery and needs of the using department are considerations in evaluating rfqs. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any vendor, at any time, to clarify, verify or request information with regard to any rfq.

- 1.20 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 vendor cannot furnish a sample of a rfq item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the rfq as inadequate.
- 1.21 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods rfq 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 rfq is subject to rejection.
- 1.22 Disqualification of vendor: Upon signing this rfq document, a vendor offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the vendor 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 rfq made to any competitor or any other person engaged in such line of business. Any or all rfqs may be rejected if the County believes that collusion exists among the vendors. Rfqs in which the prices are obviously unbalanced may be rejected. If multiple rfqs are submitted by a vendor and after the rfqs are opened, one of the rfqs is withdrawn, the result will be that all of the rfqs submitted by that vendor will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple rfqs for different products or services.
- 1.23 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best rfq in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one vendor, to reject any or all rfqs. In the event the lowest dollar vendor meeting specifications is not awarded a contract, the vendor may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.24 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.25 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.26 Maintenance: Maintenance required for equipment rfq should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the rfq 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.

- 1.27 **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 vendors. 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.
- 1.28 **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. Vendors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this rfq document and/or on the Purchase Order as a "Ship To:" address.
- 1.29 **Purchase Order and Delivery:** The successful vendor 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 vendor in the proper place on the rfq 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.
- 1.30 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the vendor. Any price escalations are limited to those stated by the vendor in the original rfq.
- 1.31 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of vendor or if the vendor 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.

- 1.32 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.
- 1.33 Escalation Clause: Successful vendor 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 rfq price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the rfq 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 rfq 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 rfq 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 rfq 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 contract with one (1) or more vendors to provide all labor, materials, and equipment necessary to provide moving services to coexist with the carpet renovation of the Fort Bend County George Memorial Library.

4.0 AWARD:

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

5.0 INSURANCE:

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

- 5.1 All respondents must submit, with RFQ, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFQ, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Respondent named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of RFQ.
- 5.2 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Respondent as the named insured and Fort Bend County as additional insured with the following coverage and limits:
- | | | |
|-------|---|-------------|
| 5.2.1 | General Aggregate | \$2,000,000 |
| 5.2.2 | Products Completed Operation – Aggregate | \$2,000,000 |
| 5.2.3 | Personal Advertising Injury Limit | \$1,000,000 |
| 5.2.4 | Each Occurrence Limit | \$1,000,000 |
| 5.2.5 | Fire Damage Limit
(any one fire) | \$50,000 |
| 5.2.6 | Medical Expense Limit
(any one person) | \$5,000 |
- 5.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:
- 5.3.1 premises/operations coverage;
 - 5.3.2 broad form property damage liability coverage
 - 5.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
 - 5.3.4 XCU coverage;
 - 5.3.5 independent contractors and employees as additional insured;
 - 5.3.6 contractual liability coverage.
- 5.4 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Respondent as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.
- 5.5 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Respondent and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.
- 5.6 Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.

- 5.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

6.0 INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

- 6.1 Contractor shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the County with a written report on each such matter covered by this paragraph and by paragraph 2. below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.
- 6.2 The County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.
- 6.3 Contractor's duty to defend indemnifies and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 6.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.
- 6.5 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.
- 6.6 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.

- 6.7 In the event of any final judicial determination or award of any matter covered by this section the County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by the County.
- 6.8 Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extent described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- 6.9 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 6.10 Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to the County.
- 6.11 Loss Deduction Clause - The County shall be exempt from, and in no way liable, for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

7.0 WORKERS COMPENSATION INSURANCE:

The Texas Workers Compensation Commissioner has adopted Rule 110.110 effective with all RFQs advertised after September 1, 1994 and this does affect your RFQ on this project.

The TWCC has stated that it is aware that statutory requirements for worker's compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your RFQ in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a RFQ could result in your RFQ being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation law.

Additional questions may be addressed to the Texas Worker's Compensation Commission, Southfield Building, 4000 S IH-35, Austin, Texas 78704 (512)440-3618.

7.1 Definitions:

- 7.1.1 Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 7.1.2 Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 7.1.3 Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- 7.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 7.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- 7.5.2 No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 7.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 7.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 7.9.2 Provide the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 7.9.3 Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 7.9.4 Obtain from each other person with whom it contracts, and provide to the contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and
 - 7.9.7 Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

8.0 FORT BEND COUNTY REPRESENTATIVE:

Point of contact for this contract is Cheryl Krejci, CPPB, Senior Buyer (281) 341-3759 or krejche@co.fort-bend.tx.us.

9.0 PRE-RFQ CONFERENCE:

A pre-rfq conference will be held **Thursday, June 24, 2010, 10:00 AM** located at the George Memorial Library, 1001 Golfview Drive, Richmond, Texas 77469. It is required that vendors attend the PRE-RFQ conference to obtain accurate information.

10.0 REFERENCES:

Each vendor must furnish a minimum of three (3) references that include projects of similar square footage over the past five (5) years.

11.0 REQUIREMENTS:

Vendors that quote on the relocation of steel cantilever shelving must have demonstrated to the complete satisfaction of the Fort Bend County Library that they are fully aware of all factors involved in the move and that they can schedule their work force and equipment so as to accomplish, within the specified time (which will be determined when the carpet project begins) and under the specified conditions, the movements of all the shelving, materials and furniture.

Vendors shall currently be doing business as professional movers and shall demonstrate to the Library that they have been engaged in business as professional library movers for at least five (5) years and that they have successfully completed five (5) or more sizeable (i.e. 100,000 volumes or more) library moving operations within the past five (5) years as the prime moving company.

- 11.1 The mechanical range mover must provide the following: capabilities:
 - 11.1.1 A mechanically driven lifting device powerful enough to provide all necessary lifting.
 - 11.1.2 The use of lifting systems which require any gases and/or corrosive hydraulic fluids under higher pressure passing through high pressure hoses is prohibited.
 - 11.1.3 Adjustable for shelving from 24" to 104" in height.
 - 11.1.4 Lift ranges up to 36' in length.
 - 11.1.5 Lift ranges up to 12" off the ground, if necessary, to clear fixed objects.
 - 11.1.6 Book collection may not be removed from shelving, except when shelving is not accessible from both sides. If any books are removed, they must be placed back in the same order as they were removed.
- 11.2 The following information shall be submitted with each RFQ:
 - 11.2.1 List of five (5) library moving operations successfully completed within the past five (5) years providing evidence that the vendor was the prime moving contractor. Include name of institution, address, number of volumes moved, name and telephone number of contact person. All moving services shall have been performed by the vendor and not sublet to other service providers.
 - 11.2.2 Length of time vendors have been in business as a professional mover.
 - 11.2.3 Evidence that personnel supervising the move have the experience and knowledge needed to administer the move. Evidence shall be provided in the form of detailed resumes of the specific individual(s) who will be supervising the move.

- 11.2.4 Description of equipment to be assigned to this move.
- 11.2.5 Description of method for maintaining library material in shelf list order while moving library collections.
- 11.2.6 Estimated time schedule for moving all items.
- 11.2.7 Description of vendor's marking and tagging methodology; samples of tagging labels must be provided with RFQ.
- 11.2.8 Plan of action to provide security and protection of all items.
- 11.2.9 Estimated number of employees to be assigned to this relocation project.

12.0 COORDINATION OF WORK:

The vendor must provide constant supervision of the work. That person shall be at the site of the work during all working hours to carry out the work indicated by the contract and to coordinate and receive instructions from the authorized representative of the Library.

All work performed shall be subject to the inspection of the Library through its authorized representative. The Library will provide staff familiar with the move plans, and move schedules to work with the vendor's employees. Library personnel are not required to participate physically in the actual moving of items.

13.0 RESPONSIBILITIES OF THE VENDOR:

- 13.1 Specific responsibilities are included but are not limited to the following:
 - 13.1.1 The vendor shall furnish all book trucks, cartons, carts, bins, dollies, vacuum cleaners, vehicles, tools and other equipment and supplies to be used in carrying out the move as described in the RFQ.
 - 13.1.2 The Vendor will provide tagging labels of adequate size and adequate quantities.
 - 13.1.3 All employees of the vendor shall carry visible identification either by uniformed attire, badge, or tag, which clearly identifies him or her, as associated with the vendor.
 - 13.1.4 The vendor may not use any equipment or personnel of the Library except as provided in the RFQ, unless agreed upon by an authorized representative of the Library.

13.1.5 The vendor shall provide adequate protection to carpet, floors, walls, doors, windows, etc. in the Library building during the move to prevent physical damage to the building and its contents. The authorized representative of the Library reserves the right to determine the adequacy of the protection being provided in the building by the Vendor and to negotiate additional protection in any location as may be warranted in his/her judgment.

13.1.6 Upon completion of the work, the vendor shall remove all of the equipment, cartons, carts, bins, dollies, and rubbish from and about the building. All items or properties, which have been lost or damaged during the performance of the move, must be restored or replaced prior to final inspection by the awarded vendor.

13.1.7 The vendor must consult with the authorized Library representative concerning preparations for the move, proper coordination during the move, and resolution of all concerns and questions about the move.

14.0 SPECIFICATIONS AND PRICING:

14.1 Furniture and Shelving disassemble:

New carpet will be installed at George Memorial Library. The awarded vendor will move the library materials, library furniture, and book shelving. In order to re-carpet the library's several workrooms and offices, a company trained in taking apart and installing Steelcase and Kimball furnishings is needed to carry out this work during the carpeting project.

The relevant furnishings include freestanding items, free standing desk, office panel systems, and ganged lateral files. The furnishings moved from the library will be taken down and moved to the designated areas by the vendor. After the areas are re-carpeted, the vendor will move the items back to their appropriate places and reinstall them. This will be a multi-phase project to disassemble and re-assemble SteelCase furniture. SteelCase furniture under 5 years old must be moved by an authorized SteelCase dealership in order to maintain the warranty.

Pricing is to include the following:

Provide all management, labor, and equipment to disassemble the following product and place the items in the designated areas, onsite, during normal business hours.

14.1.1 First Floor Move

Circulation workroom to include (12) desks, work area, and accompanying office furniture.

14.1.2 Second Floor Move

Reception Area and two (2) lateral files with one continuous top
Director's office and accompanying office furniture
Four (4) coordinators offices with desk, and accompanying office furniture
Two (2) Support staff desks and accompanying office furniture
Two (2) lateral files and mail center area
Assistant director's office accompanying office furniture
Business office manager desk and accompanying office furniture
Two (2) Business office staff cubical areas accompanying office furniture
One (1) Business office staff free standing desk, and accompanying office furniture.
(3) lateral files

14.1.3 Basement Move

14.1.3.1 Technology area:
Ten (10) cubical work areas and accompanying office furniture
Three (3) work tables

14.1.3.2 Support services area:
Five (5) cubical work area and accompanying office furniture
Four (4) free standing work areas and accompanying office furniture
Two (2) work tables

14.2 Furniture and Shelving re-assemble:

Provide all, management, labor, and equipment to re-assemble all previously moved furniture, shelving and accompanying office furniture back in its original location, from designated storage areas, onsite, during normal business hours to include the following items:

14.2.1 First Floor Move

Circulation workroom to include twelve (12) desks, work area, and accompanying office furniture

14.2.2 Second Floor Move

Reception Area and two (2) lateral files with one continuous top
Director's office and accompanying office furniture
Four (4) coordinators offices with desk, and accompanying office furniture
Two (2) Support staff desk and accompanying office furniture
Two (2) lateral files and mail center area
Assistant director's office accompanying office furniture
Business office manager desk and accompanying office furniture
Two (2) Business office staff cubical areas accompanying office furniture
One (1) Business office staff free standing desk, and accompanying office furniture.
(3) lateral files

14.2.3 Basement Move

14.2.3.1 Technology area:
Ten (10) cubical work areas and accompanying office furniture
Three (3) work tables

14.2.3.2 Support services area:
Five (5) cubical work area and accompanying office furniture
Four (4) free standing work areas and accompanying office furniture
Two (2) work tables

Total to move all specified furniture and shelving as stated in 14.1 through 14.2.3.2:

\$_____.

14.3 Move of Steel Shelving Ranges holding books, and audiovisual utilizing a mechanical range mover.

The project involves moving ranges of steel and wood library shelving that hold the library's materials collection and moving all of the furniture in the public and staff areas of the library during a carpeting project (except the office furnishings as noted below). Steel and wood shelving ranges must be moved with a mechanical range mover that allows the contents (books and audiovisual materials) to be moved without taking them off the shelves. The vendor who is awarded the carpet RFQ will remove existing carpet and install new carpet in all specified areas of the library that are currently carpeted. The move date will be determined in consultation with the vendor awarded the carpeting contract.

The office furnishings in the library, as well as file cabinets in the library, will be moved by another vendor, an office furniture vendor, who will take the furnishings apart, store the pieces in the room or in other areas of the library, and reinstall the furnishings when carpeting is complete.

Carpeting and moving of shelving will occur in phases, with the work of the carpet installers alternating with the work of the moving contractor in particular areas, or with the movers working in one area while the carpet installers are working in another area. A plan for phasing of the work will be determined by the library in consultation with the contractor awarded the carpet RFQ and the contractor awarded the move RFQ. Because the work will be done in the public area, the library will be open during the project. Timely completion of the work is a priority. Final punch list or follow-up work may be completed after the work as long as it will not interfere with use of the library by the public or staff.

The service desks in the library genealogy department will be moved by library staff. The library staff shall be responsible for all hardwired power points and data in the furniture. The library shall remove and return all computers and be responsible for moving other items such as copiers.

14.3.1 During the re-carpeting project, the scope of work shall include the following:

- 14.3.1.1 Move all free-standing, double-faced ranges of steel and wood shelving and their contents in the library. All ranges shall be moved utilizing a range mover without the need to unload the collections from the shelving.
- 14.3.1.2 Single-faced ranges of shelving around the perimeter of the room in several areas of the building will be moved.
- 14.3.1.3 Prior to moving the double-faced ranges, dimensions of aisle spacing and distance from walls shall be accurately measured and noted in order to ensure that ranges are returned to their original placement following carpeting.

Total to move all specified shelving with books as stated in 14.3 through 14.3.1.3:

\$_____.

IN SUBMITTING THIS QUOTE, I CERTIFY
that I will perform all the specified work to provide a first class job.

Signature of Contractor

Printed Name and Title