

Solicitation 11032-11
Vehicles: Dump Trucks



Collin County

Bid 11032-11 Vehicles: Dump Trucks

Bid Number **11032-11**
 Bid Title **Vehicles: Dump Trucks**

Bid Start Date **In Held**
 Bid End Date **Dec 30, 2010 2:00:00 PM CST**
 Question & Answer
 End Date **Dec 22, 2010 5:00:00 PM CST**

Bid Contact **Leslie Harper, CPPB**
 Contract Administrator
 Collin County Purchasing
 972-548-4122
 lharper@co.collin.tx.us

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **90 days**

Standard Disclaimer *****Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*****

Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Bid Comments It is the intent of the following specifications to describe trucks needed by Collin County to be purchased and used by the County's Road and Bridge Department. The trucks will be used in the maintenance of County roads and right-of-ways.

Item Response Form

Item **11032-11-1-01 - Dump Truck 11-13 cubic yard**
 Quantity **5 each**

Unit Price

State delivery time
 ARO

State Make of Truck

State Model of Truck

State Year of Truck

Describe Engine Type

Describe Transmission Type

Indicate Fuel Tank Capacity

Describe Warranty:

Identify Local Service Facility

Rear Axle (Make, Model)

Rear Susp (Make, Model)

Tires (Brand, Size, Ply)

State Air Susp Seat (Make, Model)

Delivery Location **Collin County**
9001 Public Works/Rd & Bridge
 700A W Wilmeth Rd.
 McKinney TX 75069
Qty 5

Description

State price to purchase Dump Truck 11-13 cubic yard in accordance with Section 4.0, Special Conditions and Specifications

Item **11032-11-1-02 - Optional: State price for factory service Tech Training for Dump Truck**

Quantity **1 each**

Unit Price

Delivery Location **Collin County**
9001 Public Works/Rd & Bridge
 700A W Wilmeth Rd.
 McKinney TX 75069
Qty 1

Description

State price for factory service Tech Training for Dump Truck

Item **11032-11-1-03 - Optional: Extended Warranty Cost**

Quantity **1 each**

Unit Price

Delivery Location **Collin County**
9001 Public Works/Rd & Bridge
 700A W Wilmeth Rd.
 McKinney TX 75069
Qty 1

Description

Extended warranties available and cost:

| | |
|-------------------|--------------------------------------------------------------------------------------------------|
| Item | 11032-11-1-04 - Optional: Trade-In, 1999 International 2500 Truck with SEI HST13 Dump Bed |
| Quantity | 1 each |
| Unit Price | <input type="text"/> |
| Delivery Location | Collin County <u>No Location Specified</u> |

Qty 1

Description

OPTIONAL TRADE IN:

Collin County may wish to exercise its option to trade-in the following dump trucks, such trade-in allowance to be applied toward the base purchase if it deems to be in the best interest of the county. Bidders may view these dump trucks by appointment only. Appointments may be made by calling Steve Roberts, Fleet Coordinator at the Collin County Service Center, 700A West Wilmeth Road, McKinney, Texas 75069, at 972-548-3721, or Dallas Metro 972-424-1460 ext 3721, between the hours of 8:00 a.m. and 3:00 p.m. Bidder is requested to state in the space provided, the amount allowed towards trade-in.

County Inventory # 31703, 1999 International 2500 Truck with SEI HST13 Dump Bed; VIN 1HTGGADR3XH652358; approximate meter reading: 275,515 miles.

These units are currently in use and approximate meter shown indicates meter at time of advertisement for bid. Units will continue to be used and maintained by Collin County until new trucks are received and accepted.

| | |
|-------------------|--------------------------------------------------------------------------------------------------|
| Item | 11032-11-1-05 - Optional: Trade-In, 1999 International 2500 Truck with SEI HST13 Dump Bed |
| Quantity | 1 each |
| Unit Price | <input type="text"/> |
| Delivery Location | Collin County <u>No Location Specified</u> |

Qty 1

Description

OPTIONAL TRADE IN:

Collin County may wish to exercise its option to trade-in the following dump trucks, such trade-in allowance to be applied toward the base purchase if it deems to be in the best interest of the county. Bidders may view these dump trucks by appointment only. Appointments may be made by calling Steve Roberts, Fleet Coordinator at the Collin County Service Center, 700A West Wilmeth Road, McKinney, Texas 75069, at 972-548-3721, or Dallas Metro 972-424-1460 ext 3721, between the hours of 8:00 a.m. and 3:00 p.m. Bidder is requested to state in the space provided, the amount allowed towards trade-in.

County Inventory # 31705, 1999 International 2500 Truck with SEI HST13 Dump Bed; VIN 1HTGGADR5XH652359; approximate meter reading: 246,306 miles.

These units are currently in use and approximate meter shown indicates meter at time of advertisement for bid. Units will continue to be used and maintained by Collin County until new trucks are received and accepted.

| | |
|----------|--------------------------------------------------------------------------------------------------|
| Item | 11032-11-1-06 - Optional: Trade-In, 1999 International 2500 Truck with SEI HST13 Dump Bed |
| Quantity | 1 each |

Unit Price

Delivery Location **Collin County**
No Location Specified

Qty 1

Description

OPTIONAL: Trade-In, 1999 International 2500 Truck with SEI HST13 Dump Bed

Collin County may wish to exercise its option to trade-in the following dump trucks, such trade-in allowance to be applied toward the base purchase if it deems to be in the best interest of the county. Bidders may view these dump trucks by appointment only. Appointments may be made by calling Steve Roberts, Fleet Coordinator at the Collin County Service Center, 700A West Wilmeth Road, McKinney, Texas 75069, at 972-548-3721, or Dallas Metro 972-424-1460 ext 3721, between the hours of 8:00 a.m. and 3:00 p.m. Bidder is requested to state in the space provided, the amount allowed towards trade-in.

County Inventory # 31706, 1999 International 2500 Truck with SEI HST13 Dump Bed; VIN 1HTGGADRXXH652356; approximate meter reading: 245,542 miles.

These units are currently in use and approximate meter shown indicates meter at time of advertisement for bid. Units will continue to be used and maintained by Collin County until new trucks are received and accepted.

Item **11032-11-1-07 - Optional: Trade-In, 2000 International 2574 Truck with SEI HST13 Dump Bed**

Quantity **1 each**

Unit Price

Delivery Location **Collin County**
No Location Specified

Qty 1

Description

OPTIONAL: Trade-In, 2000 International 2574 Truck with SEI HST13 Dump Bed

Collin County may wish to exercise its option to trade-in the following dump trucks, such trade-in allowance to be applied toward the base purchase if it deems to be in the best interest of the county. Bidders may view these dump trucks by appointment only. Appointments may be made by calling Steve Roberts, Fleet Coordinator at the Collin County Service Center, 700A West Wilmeth Road, McKinney, Texas 75069, at 972-548-3721, or Dallas Metro 972-424-1460 ext 3721, between the hours of 8:00 a.m. and 3:00 p.m. Bidder is requested to state in the space provided, the amount allowed towards trade-in.

County Inventory # 34184, 2000 International 2574 Truck with SEI HST13 Dump Bed; VIN 1HTGGADR5YH315885; approximate meter reading: 262,863 miles.

These units are currently in use and approximate meter shown indicates meter at time of advertisement for bid. Units will continue to be used and maintained by Collin County until new trucks are received and accepted.

Item **11032-11-1-08 - Optional: Trade-In, 2001 International 2574 Truck with SEI HST13 Dump Bed**

Quantity **1 each**

Unit Price

Delivery Location **Collin County**
No Location Specified

Qty 1

Description

OPTIONAL: Trade-In, 2001 International 2574 Truck with SEI HST13 Dump Bed.

Collin County may wish to exercise its option to trade-in the following dump trucks, such trade-in allowance to be applied toward the base purchase if it deems to be in the best interest of the county. Bidders may view these dump trucks by appointment only. Appointments may be made by calling Steve Roberts, Fleet Coordinator at the Collin County Service Center, 700A West Wilmeth Road, McKinney, Texas 75069, at 972-548-3721, or Dallas Metro 972-424-1460 ext 3721, between the hours of 8:00 a.m. and 3:00 p.m. Bidder is requested to state in the space provided, the amount allowed towards trade-in.

County Inventory # 36193, 2001 International 2574 Truck with SEI HST13 Dump Bed; VIN 1HTGGADR82H405166; approximate meter reading: 256,382 miles.

These units are currently in use and approximate meter shown indicates meter at time of advertisement for bid. Units will continue to be used and maintained by Collin County until new trucks are received and accepted.



COLLIN COUNTY, TEXAS

INVITATION FOR BID

Bids will be received through the Bidsync website located at <http://www.bidsync.com/>. Bidders are encouraged to submit electronically by utilizing Bidsync. However, you may submit a sealed hard copy paper bid to the Office of the Collin County Purchasing Agent. All bids, both electronic and hard copy paper form must be submitted as stated below:

ELECTRONIC AND HARD COPY PAPER BIDS SHALL BE SUBMITTED AND RECEIVED NO LATER THAN BID END TIME AS FOLLOWS:

2:00 P.M., Thursday, December 30, 2010

SUBMIT SEALED HARD COPY PAPER BIDS TO:

Office of the Collin County Purchasing Agent
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071

MARK ENVELOPE:

IFB No. 11032-11
Vehicles: Dump Truck

ALL BIDS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT BEFORE OPENING DATE AND TIME

Public opening of bids are scheduled to be held in the Office of the Collin County Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071.

If bidder does not wish to submit a bid at this time, please submit a "NO BID" by the same time and at the same location as stated above and state the reasons for such.

Awards should be made not more than ninety (90) days after opening date.

Collin County is always conscious and extremely appreciative of your time and effort in preparing this bid. Requests for information should be directed to:

Leslie Harper
Contracts Administrator
Collin County Purchasing Office
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071
Telephone: 972/548-4122 or;
Dallas Metro: 972/424-1460 ext. 4122
Facsimile: 972/548-4694

RESULTS WILL NOT BE GIVEN BY TELEPHONE



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

- 2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
- 2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.
- 2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.
- 2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- 2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
- 2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
- 2.17.1 Collin County Purchase Order Number;
 - 2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - 2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.19 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of 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.

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.

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 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.

3.1.2.2 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.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 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.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 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

3.1.2.5.2 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.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 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.

3.1.2.8 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.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 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;

3.1.2.9.2 provide to 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;

3.1.2.9.3 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;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 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;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 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 services on the project; and

3.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

3.1.2.10 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.

3.1.2.11 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.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- 4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed proposals will be received for the purchase of:

FIVE (5) 52,000 GVWR 11-13 CUBIC YARD DUMP TRUCKS with optional trade-in of five (5) dump trucks

Intent of Invitation for Bid: It is the intent of the following specifications to describe trucks needed by Collin County to be used by the County's Road and Bridge Department. The dump trucks will be used for hauling rock in the maintenance of County roads and right-of-ways. These units may be used at any location within Collin County at the discretion of the County. Collin County reserves the right to award options as it deems to be in the best interest of the County.

- 4.2 Funding: Funds for payment for Collin County expenditures have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. All other participating entities expenditures have been provided through their entity's governing body for this fiscal year only. State of Texas statutes prohibit any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current fiscal year shall be subject to budget approval.
- 4.3 Delivery/Completion/Response Time: Delivery time is an important consideration in the evaluation of the lowest and best bid. Offeror shall state in the space provided the number of calendar days required to place equipment at Collin County's designated location.
- 4.4 Delivery/Setup/Installation Location: Locations for delivery and installation will be stated on each ordering entity's purchase order. Delivery shall include assembly, set-up and installation and shall be included in the proposal.
- 4.5 Delivery Location: Unless otherwise indicated on the Collin County Purchase Order all equipment shall be delivered to the Collin County Service Center, 700A West Wilmeth Road, McKinney, Texas 75069 between the hours of 8:00 am and 3:00 pm, Monday through Friday. Wilmeth Road is exit 42 on US 75, approximately one (1) mile north of US 380. The Service Center is located east on Wilmeth Road, approximately 1.5 miles. The terms of the awarded contract are "no arrival, no sale".
- 4.6 Delivered Unit: Prior to delivery, vendor shall service unit in accordance with factory recommendations. When delivered, unit shall perform in an acceptable manner without further adjustments or modifications. Hydraulic tanks/reservoirs shall be full. Engine fluids shall be at factory required levels necessary for operation. If upon delivery, any unit is found to be deficient of proper fluid levels and/or in need of minor adjustments, the cost of supplies and labor will be credited to the amount invoiced by the vendor for final payment of the unit. Equipment shall be shipped, not driven, from the factory unless mileage is less than 100 miles. No dealer name plates or decals shall be installed anywhere on the equipment body.

- 4.7 Descriptive Literature (Line Set Ticket) And Warranty Statements: Each offeror is requested to submit with this bid FOUR (4) copies of Line Set Ticket sufficient in detail to enable an intelligent comparison of the specifications of the equipment bid with that of the equipment stated in this bid. Failure to provide literature with this IFB may be cause for rejection of bid. Bidder shall furnish FOUR (4) copies of the standard and extended warranty statements for each type of equipment bid with this bid response.
- 4.8 Compliance: Bid must comply with all federal, state, county and local laws concerning this type of equipment. The equipment shall contain all standard safety, emission, and noise control equipment required for this type and size of equipment at the time of its manufacture and all extra equipment specified. All materials, equipment and/or parts not specifically stated herein but necessary to render the unit(s) complete and operational per the specifications shall be included in the bid price. Bidder may be required to furnish evidence that each unit, as proposal, will meet or exceed these requirements. An inspection of the equipment shall be made before acceptance.
- 4.9 Demonstration Unit: Bidder agrees by submission of this proposal to demonstrate the equipment proposal, at the request of Collin County, at a location and time chosen by Collin County, and in the presence of authorized County personnel, to prove any features or performance capabilities that may be in question. Failure to comply with this request or failure of the demonstration machine to meet County requirements may be adjudged as non-conformance to bid specifications.
- 4.10 Assignment: In case of change of corporate structure or loss of identity by assimilation or merger with other companies, this agreement shall remain in effect and be binding on the successor company(ies).
- 4.11 Complete Unit: The units shall be new and unused and of current manufacture. Units shall be furnished complete and ready to use including installation of all standard and optional equipment as specified in this IFB. All items not specifically mentioned but necessary to render the unit complete and operational shall be included in the proposed price.
- 4.12 Vehicle Recalls: Any defects related to recalls issued of these vehicles shall be the responsibility of the vendor to repair and/or replace defective equipment prior to the delivery of the vehicles.
- 4.13 Title: Certificates Of Origin and/or Title To Equipment and other associated paperwork shall be made out in the name of Collin County, c/o Equipment Services Manager, 700A West Wilmeth Road, McKinney, Texas 75069, and must either be hand delivered to the agent claiming the unit(s) for the County, or mailed directly to the Equipment Services Manager.
- 4.14 Service: To be considered responsive, the equipment manufacturer must have an authorized service facility in the Dallas metropolitan area. The facility must maintain a regular inventory of replacement parts and must be engaged primarily in servicing said manufacturer's equipment.

- 4.15 Parts: Replacement parts for the equipment bid shall be available for a period of at least ten (10) years from date of purchase.
- 4.16 Instruction Manuals: One (1) copy each of the owner's manual and operator's manual shall be furnished to Collin County upon the purchase of each unit. Bidder is requested to state the availability of optional manuals as requested for each type of equipment and the price for each. In addition, vendor agrees to furnish Collin County all supplements, updates or addenda to all mentioned manuals as they become available for a period of at least 5 years from date of purchase or until the County no longer has interest in said equipment, whichever occurs first.
- 4.17 Training: Upon delivery of the equipment, the vendor or equipment manufacturer shall provide training of County personnel by a mechanic training instructor at the County's Service Center. County mechanics shall be trained in the operation and maintenance of the equipment and instructed as to special mechanical procedures regarding this equipment. Additionally, a training session shall be provided for equipment operators and supervisory personnel. This training shall be furnished at no expense to Collin County.
- 4.18 Tech Training: Collin County is also interested in obtaining factory service training for its fleet technicians who will be servicing this equipment. Please state, in the space provided on the Bid Form, if the manufacturer offers such training and if it would be available to Collin County at no charge. Bidder shall submit any available documentation regarding this type of training program.
- 4.19 Data Sheet: The vendor shall, within ten (10) days, submit the data requested on Attachment A of this bid document for each make and model awarded.
- 4.20 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County or the Collin County Governmental Purchasers Forum.
- 4.21 Background: It is the intent of the following specifications to describe trucks needed by Collin County to be used by the County's Road and Bridge Department. These dump trucks will be used for hauling rock in the maintenance of County roads and right-of-ways. These units may be used at any location within Collin County at the discretion of the County. Collin County reserves the right to award options as it deems to be in the best interest of the County.
- 4.22 The specifications listed below are minimum requirements and are intended to govern, in general, the size and type of equipment desired. Bidder shall state any exception to these minimum requirements in the space provided or by attachment. Please check "yes" or "no" to indicate if the item bid meets these specifications. If "no", state exception in the space provided.

Equipment offered must meet or exceed all D.O.T. safety standards and requirements.

Engine must meet or exceed current EPA emission standards and vendor must submit documentation with bid.

Within 6-month period after award, Collin County reserves the right to purchase one or more additional dump trucks at awarded cost with optional trade in allowance.

4.23 CAB AND CHASSIS:

- 4.23.1 GVW RATING: minimum 52,000 lbs.
- 4.23.2 ENGINE/TRANSMISSION: International Maxxforce10, EGR diesel, or Collin County approved equal; minimum 310 HP @ 2400 RPM (max); Fuller 10 speed manual transmission, Model #FR11210B, or Collin County approved equal
- 4.23.3 TANDEM REAR AXLE: minimum 40,000 lbs., single reduction type with axle ratio to give maximum geared speed of 68 mph in high gear, Rockwell/Meritor RT40-145, or Collin County approved equal
- 4.23.4 FRONT AXLE: minimum 12,000 lbs.
- 4.23.5 FRONT SUSPENSION: 12,000 lbs capacity, steel leaf springs.
- 4.23.6 REAR SUSPENSION: Hendrickson Haulmaxx, or Collin County approved equal; minimum 40,000 lb capacity with rubber springs
- 4.23.7 BRAKES: dual air brake system with 13 CFM compressor (including air supply tap for auxiliary equipment) and air dryer; front: 15 x 4 cam type, rear: 16 1/2 x 7 s-cam type, 30" chambers with automatic adjusters, with antilock brake system
- 4.23.8 COOLING SYSTEM: heavy-duty radiator with all silicone hoses; rock shield provided in front of radiator
- 4.23.9 DIMENSIONS:
 - 4.23.9.1 cab to axle: minimum 104"
 - 4.23.9.2 wheelbase: minimum 169"
- 4.23.10 EXHAUST SYSTEM: single horizontal muffler with vertical turnback-type tailpipe; muffler guard
- 4.23.11 FUEL TANK: single, driver's side; 100 gallon capacity (approx); aluminum
- 4.23.12 TIRES: front and rear: 11R22.5, 16-ply (i.e. Goodyear Unisteel G-159 or Collin County approved equal)
- 4.23.13 Wheels: Budd wheels 22.5"x 8.25" DC, 10 stud, hub piloted; steel hubs
- 4.23.14 Seals: front and rear (i.e. Stemco oil seals or Collin County approved equal)
- 4.23.15 Electrical System:
 - 4.23.15.1 alternator: 12 volt, 75 amp
 - 4.23.15.2 circuit breaker block located in cab
- 4.23.16 Jump Start Stud
- 4.23.17 Air Dryer (Wabco 1200 or Collin County approved equal) with heater
- 4.23.18 Auxiliary Toggle Switch, Dash mounted, for work light (supplied by County); wiring to back of cab
- 4.23.19 Bug Screen
- 4.23.20 Drain valve for air tank
- 4.23.21 Front Bumper, Steel
- 4.23.22 Cab Air Ride Suspension
- 4.23.23 Paint: white
- 4.23.24 Factory Air Conditioner

- 4.23.25 Factory Heater & Defroster
- 4.23.26 Dual Sun Visors
- 4.23.27 Dome Light
- 4.23.28 Tinted Safety Glass
- 4.23.29 Armrest, driver; right side
- 4.23.30 Black rubber flooring with take-out type floor mats
- 4.23.31 Headliner/Back panel insulation
- 4.23.32 Two-speed electric windshield wipers with washers
- 4.23.33 Spring applied, Air released parking brake
- 4.23.34 Power steering
- 4.23.35 Driver's Seat: Air suspension with adjustable lumbar support (Bostrom , National Cush-n-Air II, or equal)
- 4.23.36 Passenger seat with seat belt (non suspension)
- 4.23.37 Interior door handles
- 4.23.38 Exterior/interior grab handles
- 4.23.39 Outside Step, driver side and passenger side
- 4.23.40 Keys: Six (6) complete sets of keys for equipment.
- 4.23.41 Optional: All locks keyed alike (one (1) key will fit ignition and all locks on truck)
- 4.23.42 Back up camera system
- 4.23.43 Gauges: oil pressure, water temperature, and transmission oil temperature
- 4.23.44 Speedometer, Voltmeter, Odometer and Engine Hourmeter
- 4.23.45 Cab Protector/Shield
- 4.23.46 Back Up Alarm System
- 4.23.47 Air pressure gauge (for two separate systems)
- 4.23.48 Engine warning system: (audible & visual) for low engine oil pressure, high coolant temperature
- 4.23.49 Air horns
- 4.23.50 Right and left outside mirrors: Breakaway West Coast Type, approx size 15" x 7"; convex both sides.
- 4.23.51 Tail Lights: LED, round (approximately 4") rubber mounted, sealed, plug-in type
- 4.23.52 Amber rotating strobe, cab mounted
- 4.23.53 Two (2) front tow hooks mounted to frame in front
- 4.23.54 Motor Vehicle inspection certificate
- 4.23.55 Meets or exceeds all D.O.T. safety standards
- 4.23.56 Meets or exceeds all current EPA emissions standards

4.24 **DUMP BODY:**

- 4.24.1 Dimensions:
 - 4.24.1.1 minimum length : 13'
 - 4.24.1.2 minimum width : 84"
 - 4.24.1.3 maximum width: 96"
- 4.24.2 Understructure: 4", 5.4# channel crossmembers on 12" centers; 5", 6.7# channel longitudinals for frame type hoists; 7", 9.8# channels for frameless type hoists
- 4.24.3 Floor: 1/4", 50,000 PSI yield strength steel
- 4.24.4 Sides: 50,000 PSI yield strength steel; front and rear gussets (8" height); box type side braces; radius corners-standard; boxed top rail

- 4.24.5 Endgate: vertical type, 8" higher than sides; 50,000 PSI yield strength steel; dirt shredder type boxed crossmembers; 1 1/8" dia. lower hardware pins; offset type fabricated upper hinges; steel lower sockets with over hooks; air operated tailgate
- 4.24.6 Body heat sheet: 50,000 PSI yield strength steel, 1/2 cab shield
- 4.24.7 Electrical system: twisted, stranded copper double-jacketed wire used throughout system
- 4.24.8 Wires: to be encased in conduit
- 4.24.9 All supports: resilient and electrically insulated from the wires; flexible, resilient grommets (which are electrically insulated from the wires) provided in any/all locations where wire goes through metal
- 4.24.10 All spliced wires must be heat-shrink sealed at the splice
- 4.24.11 Female connectors: packed with a dielectric grease (effective over a temperature range of -65° F to 150° F) to protect against moisture; protection against ice and road debris provided for all wires entering lamp fixtures
- 4.24.12 Federal Safety Code F-0.8 12-VDC Shock and Vibration resistant lights, approved reflectors
- 4.24.13 Dog House construction: inside bed; 50,000 PSI yield strength steel; fully welded structure at head end of body; houses hoist cylinder and transmits lifting stresses to understructure; access doors with removable covers on both sides
- 4.24.14 Hoist: front mount, telescopic; NATEA Class 110 or greater; 1st moving stage = 6"
- 4.24.15 Mud flaps
- 4.24.16 Metal sideboards, body height
- 4.24.17 Safety prop
- 4.24.18 Rock shields: metal, in front of front axle
- 4.24.19 Ladder rack welded to left side of dump body
- 4.24.20 Air shift PTO with air control valve in cab (no cable)
- 4.24.21 Tarp Assembly: PullTarp Super Shield with Manual Arm System, or Collin County approved equal; steel arms; black mesh tarp; installed
- 4.24.22 Paint: white
- 4.24.23 Structural channel side extension
- 4.24.24 Meets or exceeds all D.O.T. Safety standards
- 4.24.25 Tow bar: Mounted to rear of truck frame to enable County's 2005 Etnyre asphalt chip spreader (Collin County #47291) to attach to truck and provide for safe towing. *NOTE: Tow bar shall be designed with clearance for spreader apron to allow for dumping of materials while being towed. Vendor shall be responsible for viewing County's equipment to ascertain what is required to accomplish this.
- 4.24.26 Bed rail and dump bed shall be mounted so that they extend twelve inches (12") to the rear of the rear dump pivot pin (to be configured so that dump bed may be used with chip spreader without additional modification)
- 4.24.27 Steel spreader apron, 8" -10" approximate; installed: Designed to enable material to be dumped in chip-spreader hopper without interference.

4.25 GENERAL:

- 4.25.1 Standard Manuals: Vendor shall supply one (1) copy of owner & operator manuals for all delivered equipment including cab & chassis, dump body & hoist.

4.25.2 Optional Manuals: Vendor shall supply one (1) copy of each of the below listed manuals with delivered equipment including cab & chassis, dump body & hoist. Service and Parts manuals in CD form are preferred.

Service manuals for Engine, Transmission, Emissions, Electronics,
Electrical Diagrams, Troubleshooting
Parts Manuals

4.25.3 Standard warranty: Minimum 12 months/50,000 miles for complete unit (including cab/chassis/dump body) to include all parts and labor.

4.25.4 Service: Equipment proposal must have an authorized service facility in the Dallas-Fort Worth Metroplex area and bidder shall supply name, address and telephone number of facility. Facility must be able to provide parts and service for all equipment bid.

4.25.7 OPTIONAL TRADE IN:

Collin County may wish to exercise its option to trade-in the below listed dump trucks, such trade-in allowance to be applied toward the base purchase if it deems to be in the best interest of the county.

These units are currently in use and approximate meter shown indicates approximate meter at this time. Vendor shall know that if trade-in is accepted, unit(s) will continue to be used and maintained by Collin County until new truck(s) are received and accepted by Collin County.

Bidders may view these dump trucks by appointment only. Appointments may be made by calling Steve Roberts, Fleet Coordinator at the Collin County Service Center, 700A West Wilmeth Road, McKinney, Texas 75069, at 972-548-3721, or Dallas Metro 972-424-1460 ext 3721, between the hours of 8:00 a.m. and 3:00 p.m. Bidder is requested to state in the space provided, the amount allowed towards trade-in.

4.25.8 County Inventory # 31703, 1999 International 2500 Truck with SEI HST13 Dump Bed; VIN 1HTGGADR3XH652358; approximate meter reading: 275,515 miles.

4.25.9 County Inventory # 31705, 1999 International 2500 Truck with SEI HST13 Dump Bed; VIN 1HTGGADR5XH652359; approximate meter reading: 246,306 miles.

4.25.10 County Inventory # 31706, 1999 International 2500 Truck with SEI HST13 Dump Bed; VIN 1HTGGADRXXH652356; approximate meter reading: 245,542 miles.

4.25.11 County Inventory # 34184, 2000 International 2574 Truck with SEI HST13 Dump Bed; VIN 1HTGGADR5YH315885; approximate meter reading: 262,863 miles.

4.25.12 County Inventory # 36193, 2001 International 2574 Truck with SEI HST13 Dump Bed; VIN 1HTGGADR82H405166; approximate meter reading: 256,382 miles.

ATTACHMENT A

DATA SHEET

Successful vendor shall, within ten (10) days of notification of the award, submit the below listed information for each vehicle/equipment make and model awarded under this contract.

Vehicle Make: _____

Vehicle Model: _____

| <u>Part</u> | <u>Brand</u> | <u>Quantity required</u> | <u>Part Number</u> |
|-------------------------|------------------------------------|--------------------------|--------------------|
| Engine Oil Filter(s) | | | |
| Fuel Filter (s) | | | |
| Hydraulic Filter (s) | | | |
| Transmission Filter (s) | | | |
| Coolant Filter (s) | | | |
| Engine Air Filter(s) | | | |
| Cab Air Filter (s) | | | |
| Drive Belt(s) | | | |
| Battery (ies) | | | |
| Other (please specify) | | | |
| | | | |
| | | | |
| | | | |
| <u>Capacities</u> | <u>Manufacturers Specification</u> | <u>No. of Qts.</u> | |
| Engine oil | | | |
| Hydraulic oil | | | |
| Transmission Fluid | | | |
| Coolant | | | |
| | | | |
| | | | |

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship Yes No

General Partnership Yes No

Limited Partnership Yes No

Corporation Yes No

Other Yes No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror’s failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED “BIDDER/OFFEROR” IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

| | |
|-----------------------------------------------|-------------------------------|
| Company Name | <input type="text"/> |
| Street Address of Principal Place of Business | <input type="text"/> |
| City, State, Zip | <input type="text"/> |
| Phone of Principal Place of Business | <input type="text"/> |
| Fax of Principal Place of Business | <input type="text"/> |
| E-mail Address of Representative | <input type="text"/> |
| Federal Identification Number | <input type="text"/> |
| Date | <input type="text"/> |
| Acknowledgement of Addenda | #1 € #2 € #3 € #4 € #5 € #6 € |
| Authorized Representative Name | <input type="text"/> |
| Authorized Representative Title | <input type="text"/> |
| Signature (Required for paper bid submission) | <input type="text"/> |

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

| | |
|------------------|----------------------|
| Name of Company | <input type="text"/> |
| Title of Officer | <input type="text"/> |
| Name of Officer | <input type="text"/> |
| Date: | <input type="text"/> |

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | <p>OFFICE USE ONLY</p> <p>Date Received</p> |
| <p>1 Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> | |
| <p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> ▲ ▼ </div> </div> | |
| <p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> ▲ ▼ </div> </div> | |

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

**5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

| | | | | |
|----------------------------------|---|-----|---|----|
| McKinney Courier-Gazette? | € | Yes | € | No |
| Plan Room? | € | Yes | € | No |
| Collin County Web-Site? | € | Yes | € | No |
| Facsimile or email from BidSync? | € | Yes | € | No |
| Other <input type="text"/> | | | | |

HOW DID YOU RECEIVE THE BID DOCUMENTS?

| | | | | |
|--------------------------------------|---|-----|---|----|
| Downloaded from Home Computer? | € | Yes | € | No |
| Downloaded from Company Computer? | € | Yes | € | No |
| Requested a Copy from Collin County? | € | Yes | € | No |
| Other <input type="text"/> | | | | |

Thank You,

Collin County Purchasing Department

Question and Answers for Bid #11032-11 - Vehicles: Dump Trucks

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.