



COLLIN COUNTY

Body Repair and Painting for Light, Medium & Heavy Duty Vehicles

IFB 2017-214

**J. D. Griffin, CPPB
Jack Hatchell Administration Building
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

**(P) 972-548-4116 (F) 972-548-4694
jgriffin@collincountytx.gov**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, June 29, 2017**, for Invitation For Bid **Services: Body Repair and Painting of Light, Medium and Heavy Duty Vehicles (IFB No. 2017-214)**. Bidders shall use unit pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed bids will be opened on **Thursday, June 29, 2017 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all bids.

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ATTENTION:	CLASSIFIEDS
BILL TO:	ACCOUNT NO 06100315-000
	COMMISSIONER'S COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, June 15, 2017** and **Thursday, June 22, 2017**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

NEWSPAPER:	<u>Plano Star Courier</u>
DATE:	<u>June 13, 2017</u>
FAX:	<u>972-529-1684</u>

Collin County, Texas

Bid Information

Bid Owner JD Griffin, CPPB Buyer II
Email jgriffin@co.collin.tx.us
Phone (972) 548-4116
Fax (972) 548-4694

Bid Number 2017-214
Title Services: Body Repair and
Painting for Light, Medium &
Heavy Duty Vehicles

Bid Type IFB
Issue Date 06/13/2017
Close Date 6/29/2017 02:00:00 PM (CT)

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact JD Griffin, CPPB Buyer II
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4116
Fax (972) 548-4694
Email jgriffin@co.collin.tx.us

Ship to Information

Address 700A W. Wilmeth Rd.
McKinney, TX 75069

Contact Liz Gray
Department Equipment Services
Building Public Works
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name

Contact Name

Address

Telephone

Fax

Email

Supplier Notes

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid 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.

Signature

Date

/ /

Bid Notes

Please log in to view bid documents.

Bid Activities

Date	Name	Description
6/23/2017 05:00 PM (CT)	Intent to Bid	Please indicate if your company intends to bid on this IFB.

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Legal Notice-IFB 2017-214.doc	Legal Notice
Header	General Instructions_Bid.docx	General Instructions_Bid

Header	Terms of Contract_Bid.docx	Terms of Contract - Bid
Header	3.0 Insurance_Requirements.doc	Insurance Requirements
Header	4.0 Special Conditions and Specifications.doc	Specifications
Header	Attachment A-Evaluation Spreadsheet.pdf	Attachment A-Evaluation Spreadsheet
Header	Bid Document.pdf	Bid Document (Complete if Submitting Manual Bid)
Header	HB23 CIQ.docx	Information Regarding Conflict of Interest Questionnaire
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	W9_2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Experience	State the number of years' experience your company has in complete automotive restoration services.	_____ (Required)
2	Repair Facility	State location(s) where vehicles will be repaired and stored.	_____ (Required)
3	Paintless Dent Repair	When Paintless Dent Repair (PDR) is required, it is preferred that the work be performed at the Collin County Service Center. Would bidder perform PDR work at the County's location, Yes or No? If no, state location where PDR repairs will be performed.	_____ (Required)
4	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
5	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.	_____ (Required)
6	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	_____ (Required)
7	Reference No. 1	List a company or governmental agency (other than Collin County) where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	_____ (Required)

- 8 Reference No. 2 List a company or governmental agency (other than Collin County) where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 9 Reference No. 3 List a company or governmental agency (other than Collin County) where these same/like products /services, as stated herein, have been provided. _____ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 10 Cooperative Contracts 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 inter-local 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. _____ (Required)
- Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?
Valid Responses: [Please Select], Yes, No
- 11 Preferential Treatment 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). _____ (Required)
1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.
- 12 Debarment Certification I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. _____ (Required)
- Please initial.

- 13 Immigration and Reform Act I declare and affirm that my company is in compliance with _____ (Required)
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 by Collin County.
- Please initial.
- 14 Disclosure of Certain Relationships Chapter 176 of the Texas Local Government Code _____ (Required)
requires that any vendor considering doing business with a
local government entity disclose the vendor's affiliation or
business relationship that might cause a conflict of interest
with a local government entity. Subchapter 6 of the code
requires a vendor to file a conflict of interest questionnaire
(CIQ) if a conflict exists. By law this questionnaire must be
filed with the records administrator of Collin County no
later than the 7th business day after the date the vendor
becomes aware of an event that requires the statement to
be filed. A vendor commits an offense if the vendor
knowingly violates the code. An offense under this section
is a misdemeanor.
- By submitting a response to this request, the vendor
represents that it is in compliance with the requirements of
Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County
Clerk's Office located at 2300 Bloomdale Rd., Suite 2104,
McKinney, TX 75071.
- Please initial.
- 15 Anti-Collusion Statement Bidder certifies that its Bid/Proposal is made without prior _____ (Required)
understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid/Proposal for
the same materials, services, supplies, or equipment and
is in all respects fair and without collusion or fraud.
- No premiums, rebates or gratuities permitted; either with,
prior to, or after any delivery of material or provision of
services. Any such violation may result in Agreement
cancellation, return of materials or discontinuation of
services and the possible removal from bidders list.
- Please initial.
- 16 Disclosure of Interested Parties Section 2252.908 of the Texas Government Code requires _____ (Required)
a business entity entering into certain contracts with a
governmental entity to file with the governmental entity a
disclosure of interested parties at the time the business
entity submits the signed contract to the governmental
entity. Section 2252.908 requires the disclosure form
(Form 1295) to be signed by the authorized agent of the
contracting business entity, acknowledging that the
disclosure is made under oath and under penalty of
perjury. Section 2252.908 applies only to a contract that
requires an action or vote by the governing body of the
governmental entity before the contract may be signed or
has a value of at least \$1 million. Section 2252.908
provides definitions of certain terms occurring in the
section.
- Section 2252.908 applies only to a contract entered into on
or after January 1, 2016.

Please initial.

17 Notification Survey

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

How did you receive notice of this request?

Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

18 Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any _____ (Required)
and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder 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 submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.

Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1	hour	Light Duty Vehicle: Body Repair Labor	\$ _____ (Required) Price

Item Notes: Per hour labor price for light duty vehicle body repair

Supplier Notes: _____

2	1	hour	Light Duty Vehicle: Aluminum Body Repair Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for light duty vehicle body repair on vehicles with an aluminum body

Supplier Notes: _____

3	1	hour	Light Duty Vehicle: Frame Repair Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for light duty vehicle frame repair

Supplier Notes: _____

4	1	hour	Light Duty Vehicle: Glass Repair Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for light duty vehicle glass repair

Supplier Notes: _____

5	1	hour	Light Duty Vehicle: Materials Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price to provide body repair materials for light duty vehicles

Supplier Notes: _____

6	1	hour	Light Duty Vehicle: Mechanical Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for light duty vehicle mechanical repair

Supplier Notes: _____

7	1	hour	Light Duty Vehicle: Paint Technician Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for light duty vehicle paint technician

Supplier Notes: _____

8	1	hour	Light Duty Vehicle: Paint Supplies Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price to provide paint supplies for light duty vehicles

Supplier Notes: _____

9	1		Light Duty Vehicle: Discount Off OEM Replacement Parts-Domestic	_____% (Optional) Percentage
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Item Notes: Light Duty Vehicle-Percent discount off of manufacturer's suggested retail price on domestic OEM replacement parts.

Supplier Notes: _____

10	1		Light Duty Vehicle: Discount Off OEM Replacement Parts-Import	_____% (Optional) Percentage
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Item Notes: Light Duty Vehicle-Percent discount off of manufacturer's suggested retail price on import OEM replacement parts.

Supplier Notes: _____

11	1		Light Duty Vehicle: Discount Off Aftermarket/Used Replacement Parts		_____ % (Optional) Percentage
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Item Notes: Light Duty Vehicle-Percent discount off of aftermarket/used replacement parts.

Supplier Notes: _____

12	1	lump sum	Light Duty Vehicle: Towing		\$ _____ (Required) Price
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Item Notes: Lump sum price for towing light duty vehicle from Collin County Public Works facility to contractor's repair facility.

Supplier Notes: _____

13	1	hour	Medium Duty Vehicle: Body Repair Labor		\$ _____ (Required) Price
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Item Notes: Per hour labor price for medium duty vehicle body repair

Supplier Notes: _____

14	1	hour	Medium Duty Vehicle: Frame Repair Labor		\$ _____ (Required) Price
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Item Notes: Per hour labor price for medium duty vehicle frame repair

Supplier Notes: _____

15	1	hour	Medium Duty Vehicle: Glass Repair Labor		\$ _____ (Required) Price
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Item Notes: Per hour labor price for medium duty vehicle glass repair

Supplier Notes: _____

16	1	hour	Medium Duty Vehicle: Materials Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price to provide body repair materials for medium duty vehicles

Supplier Notes: _____

17	1	hour	Medium Duty Vehicle: Mechanical Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for medium duty vehicle mechanical repair

Supplier Notes: _____

18	1	hour	Medium Duty Vehicle: Paint Technician Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for medium duty vehicles paint technician

Supplier Notes: _____

19	1	hour	Medium Duty Vehicle: Paint Supplies Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price to provide paint supplies for medium duty vehicles

Supplier Notes: _____

20	1		Medium Duty Vehicle: Discount Off OEM Replacement Parts	_____% (Optional) Percentage
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Item Notes: Medium Duty Vehicle-Percent discount off of manufacturer's suggested retail price on OEM replacement parts.

Supplier Notes: _____

21	1		Medium Duty Vehicle: Discount Off Aftermarket/Used Replacement Parts	_____ % (Optional) Percentage
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Item Notes: Medium Duty Vehicle-Percent discount off of aftermarket or quality used replacement parts for vehicles no longer under warranty.

Supplier Notes: _____

22	1	lump sum	Medium Duty Vehicle: Towing	\$ _____ (Required) Price
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Item Notes: Lump sum price for towing medium duty vehicle from Collin County Public Works facility to contractor's repair facility.

Supplier Notes: _____

23	1	hour	Heavy Duty Vehicle: Body Repair Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for heavy duty vehicle body repair

Supplier Notes: _____

24	1	hour	Heavy Duty Vehicle: Frame Repair Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price for heavy duty vehicle frame repair

Supplier Notes: _____

25	1	hour	Heavy Duty Vehicle: Glass Repair Labor	\$ _____ (Required) Price
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Item Notes: Per hour labor price heavy duty vehicle glass repair

Supplier Notes: _____

26 1 hour Heavy Duty Vehicle: Materials Labor

\$ _____
(Required)
Price

Item Notes: Per hour labor price to provide body repair materials for heavy duty vehicles

Supplier Notes: _____

27 1 hour Heavy Duty Vehicle: Mechanical Labor

\$ _____
(Required)
Price

Item Notes: Per hour labor price for heavy duty vehicle mechanical repair

Supplier Notes: _____

28 1 hour Heavy Duty Vehicle: Paint Technician Labor

\$ _____
(Required)
Price

Item Notes: Per hour labor price for heavy duty vehicle paint technician

Supplier Notes: _____

29 1 hour Heavy Duty Vehicle: Paint Supplies Labor

\$ _____
(Required)
Price

Item Notes: Per hour labor price to provide paint supplies for heavy duty vehicles

Supplier Notes: _____

30 1 Heavy Duty Vehicle: Discount Off OEM Replacement Parts-Domestic

_____ %
(Optional)
Percentage

Item Notes: Heavy Duty Vehicle-Percent discount off of manufacturer's suggested retail price on domestic OEM replacement parts.

Supplier Notes: _____

31	1	Heavy Duty Vehicle: Discount Off Aftermarket/Used Replacement Parts	_____ % (Optional) Percentage
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Item Notes: Heavy Duty Vehicle-Percent discount off of manufacturer's suggested retail price on aftermarket or quality used replacement parts for vehicles no longer under warranty.

Supplier Notes: _____

32	1	lump sum Heavy Duty Vehicle: Towing	\$ _____ (Required) Price
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Item Notes: Lump sum price for towing heavy duty vehicle from Collin County Public Works facility to contractor's repair facility.

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

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

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.

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 ionWave Technologies, Inc. (Collin County eBid) 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 may not be withdrawn or canceled by the bidder 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 for any or all products and/or services covered in an Invitation For Bid (IFB), 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 submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB 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 may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB's received in the Collin 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 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, 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 Collin County eBid.

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. **Collin County eBid** <https://collincountytexas.com/ionwave.net/>, 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 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB 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: A prospective Bidder 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 ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

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 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, 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 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 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 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.11.1 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).

2.11.2 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).

2.12 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.

2.13 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.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

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

2.16 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.

2.17 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.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 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.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 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.
- 2.27 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.
- 2.28 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.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security 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.
- 2.30 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.
- 2.31 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.
- 2.32 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 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 will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 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.

2.34 Delays and Extensions of Time when applicable:

2.34.1 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.

2.34.2 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.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor’s affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB 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 including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Cargo/On Hook** insurance – \$250,000.00.

3.1.5 **Garage Keepers/Garage Liability** insurance – \$1,000,000

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

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability and Workers' Compensation.

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

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

3.2.4 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.

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

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

3.3.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.

3.4 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:

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

3.4.2 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 bids will be received for IFB 2017-214, Services: Body Repair and Painting of Light, Medium and Heavy Duty Vehicles.

4.2 Purpose: Collin County is requesting bids for an annual contract for Light Duty Vehicle (up to 10,000 GVWR), Medium Duty Vehicle (10,001 to 26,000 GVWR) and Heavy Duty Vehicle (26,001 to 52,000 GVWR) body repair and painting. Vehicles include automobiles and light duty trucks (including light duty aluminum bodies), medium and heavy duty trucks, trailers and some specialty vehicles such as utility and cargo trailers. Services required in this contract shall include but not be limited to removing dents, repairing collision damage, rust removal, painting all or portions of County vehicle bodies and equipment. Collin County shall not enter into any contract where the cost is provisional upon such clauses as "escalator" or "cost-plus" clauses.

4.3 Term: Provide for a term contract commencing on October 1, 2017 and continuing through and including September 30, 2018, with the option of three (3) one (1) year renewals.

4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.5 Price Reduction: If during the life of the contract, the successful bidder's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.6 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary dates of the contract. The anniversary date for this contract will be October 1st of each year. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc.. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

4.7 Approximate Usage: Collin County has approximately 410 road licensed vehicles. Expenditures for vehicle body repair and painting for fiscal year 2016 were approximately \$62,000. The County shall request and authorize services based upon departmental need. No minimum amount of work is guaranteed under the resulting contract.

4.8 Evaluation and Award: It is the intent of the County to enter into contracts with one primary and one secondary contractor for each category. Collin County reserves the right to award by category or in whole to the lowest responsive and responsible bidder(s) meeting specifications. The lowest responsive and responsible bidder in each category shall be determined through evaluation of submitted bid prices using the example repair projects on the attached spreadsheet (See Attachment A). Bidders failing to respond to all line items within a category may result in disqualification of award in the category. Contracts(s) shall be awarded in the best interest of the County, including no award.

The County reserves the right to perform a facilities inspection prior to award.

4.9 Vehicle Categories:

4.9.1 Light Duty: Automobiles, light trucks, vans, SUV's, and similar equipment up to 10,000 GVWR (Line Items 1-12).

4.9.2 Medium Duty: Trucks, trailers, utility vehicles and equipment from 10,001 to 26,000 GVWR (Line Items 13-22).

4.9.3 Heavy Duty: Trucks, trailers and equipment from 26,001 to 52,000 GVWR (Line Items 23-32).

4.10 Cost Estimates: The successful bidder shall furnish individual cost estimates for vehicle and equipment repairs in accordance with the following:

4.10.1 Estimator shall arrive at Collin County Service Center within 24 hours (one business day) of notification that an estimate is needed.

4.10.2 A written estimate shall be emailed, faxed or hand-delivered to the County's Fleet Coordinator within 24 hours (one business day) after the estimator's visit to inspect the vehicle/equipment.

4.10.3 Estimates shall contain an itemized listing of the following information at the rates set forth in this IFB:

4.10.3.1 Hours of labor for body repair, frame repair, glass repair, materials, mechanical, paint technician and paint supplies.

4.10.3.2 Painting supplies.

4.10.3.3 All replacement repair parts showing the retail list price less bidder's discount percentage.

4.10.3.4 Towing charges, if applicable.

4.10.3.5 Any other charges incurred in the repair of the vehicle/equipment.

4.10.4 Labor estimates shall be based upon the current editions of either Mitchell Collision and Estimating Guides or CCC Pathways Estimating Solutions.

4.10.5 Estimates shall clearly state the total number of calendar days required to complete repairs from receipt of County purchase order until return of vehicle/equipment to the County's location. All work shall be completed within the time frame indicated on the original written cost estimate submitted by vendor, unless otherwise agreed upon by the County and vendor.

4.10.6 All estimates shall be complete and include all parts and charges with the exception of "hidden" damage, which may not be obvious until repairs are initiated.

4.11 Purchase Order: No work shall commence until a purchase order has been issued.

4.11.1 In no instance shall any repairs costing more than the original estimate be performed without first notifying the Fleet Coordinator or his designated representative and providing a supplemental estimate indicating additional parts and labor charges. Authorization to continue with additional repairs shall be in the form of a revised purchase order, issued by Collin County Purchasing Department, in the amount of the supplemental estimate. The County shall reserve the right to verify, through independent appraisal, if the repairs are required. A structural alignment report, before and after repairs shall be submitted to the Fleet Coordinator when requested.

4.12 Towing/Pickup and Delivery: Bidder shall include free pickup and delivery of county owned vehicles in drivable condition. Vehicles in non-drivable condition shall be towed from Collin County Public Works shop to successful bidders' location according to flat towing rates as bid. Successful bidder shall be required to submit and maintain Cargo/On Hook Insurance as stated in Section 3.0, Insurance Requirements. Collin County is not responsible for towing of non-county owned vehicles.

4.13 Parts: The bidder agrees that if Original Equipment Manufacturer (OEM) parts are not available and non-OEM parts must be used, that the non-OEM rebuilt and/or reconditioned parts shall meet and/or exceed the following requirements:

4.13.1 Collin County Fleet Coordinator or designated representative shall be notified and shall approve all non-OEM parts.

4.13.2 New non-OEM parts shall have the name, manufacturing logo and/or insignia visibly indicated, when applicable.

4.13.3 Bidder shall use OEM parts whenever possible. Otherwise, bidder warrants that the non-OEM, rebuilt and/or reconditioned parts meet and/or exceed those of the original equipment manufacturer part being replaced for fitness and finish. This requirement shall apply to metal and fiberglass replacement parts.

4.13.4 Used parts are acceptable only as agreed to by Fleet Coordinator or designated representative. The County may opt that used parts be used depending on the age and value of the automotive equipment that is being repaired.

4.13.5 If a new part is specified in the estimate and a suitable used part is available, the successful bidder shall contact the Fleet Coordinator or designated representative to determine if acceptable. If a used part is accepted, the original estimate shall be adjusted to reflect the change in cost; likewise, should a used part be specified in the original estimate and found to be unavailable, the Fleet Coordinator or designated representative shall be contacted to determine and/or approve the substitution and, if appropriate, adjust the original estimate to reflect the change in cost.

4.13.6 All airbag components shall be replaced with new OEM parts when the decision has been made to replace the components.

4.14 Inspection: Bidder agrees to allow the designated County representative to conduct periodic "on-site" inspections of any/all vehicles being repaired for reasons of ensuring that all repairs are being performed in accordance with the agreed-to estimate(s).

4.15 Facility and Equipment Requirements: The successful bidder warrants that they have the following operable equipment and capabilities, for the duration of the contract.

4.15.1 A MIG or TIG welder or other electric spot welding equipment for body welding. Gas welding is not acceptable. The successful bidder shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The successful bidder shall replace at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.

4.15.2 The bidder awarded the Light Duty Vehicle category shall have the special tools and equipment required for the repair of aluminum bodies.

4.15.3 Hydraulic equipment to perform multiple repair-pulls on frame and unibody vehicles (Electrical equipment is acceptable).

4.15.4 An inside storage area for police and other vehicles which contain electronic equipment. For the purpose of this specification "inside storage" includes storage within a secured area, which shall include a locked and fenced area acceptable to the County.

4.15.5 Paint Booth that is in legal compliance with all applicable environmental laws.

4.15.6 A frame/unibody dedicated bench system with straightening capabilities. The successful bidder shall have adequately trained personnel to use the unibody bench system. The bench system shall be capable of making multiple body and structural pulls for straightening.

4.15.7 The bidder awarded the Medium Duty Vehicle and Heavy Duty Vehicle categories of the contract shall also have the capability to do body and paint work indoors during inclement weather. The indoor area shall be large enough to handle trucks requiring a minimum thirteen (13) foot height clearance.

4.16 Subcontractors: Bidder shall state names of all subcontractors and the type of work they will be performing on Attribute 6. If a bidder fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No bidder whose proposal is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful bidder further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful bidder's subcontractors, their agents or employees. The indemnification provisions of this contract shall apply to all subcontractors.

The work required in this contract shall be performed at the successful bidder's place of business or subcontractor's place of business. The only work permitted to be performed by subcontractors in this contract shall be for:

- Paintless Dent Repair (PDR)
- Frame straightening
- Alignments and tires
- Mechanical work
- Sand or water blasting
- Wrecker services

4.17 The bidder receiving an award agrees to assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment), placed in their custody by the County under this contract.

4.18 The County reserves the right to assign vehicles that require specialized or proprietary repairs, finish, etc. to any other contractor at its discretion depending on the nature and extent of the specialized or proprietary work required.

4.19 All work done without the services of an independent appraiser shall be priced in accordance with the contractor's appraisal. Such appraisal shall be subject to review and approval by the County before any work may start. No appraisal for County owned vehicles shall be based on labor or parts discount other than those contained on the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the County.

4.20 If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the unilateral right to assign the job to a secondary contractor. Repeated assignments to the secondary contractor (more than twice in a two (2) month period) may result in contract termination. Time is of the essence in returning County vehicles to service. The successful bidder agrees that Police vehicles assigned under this contract shall receive priority over the other work in its shop unless specific prior approval has been obtained from the County.

4.21 Coordination with Collin County: Successful bidder shall coordinate with Collin County's Risk Manager and/or Fleet Coordinator as to scope of work to be performed, estimates, and supplemental repairs.

4.22 Completion time: Upon receipt of valid Collin County Purchase Order, the contractor agrees to notify Collin County of expected time for repairs as stated in original estimate. Requests for additional time shall be approved by Collin County. If vehicles are returned for additional work, prior to acceptance, the contractor shall give the County a written estimate of the time it will take to complete the work.

4.23 Acceptance: Acceptance of repairs shall be conducted by Collin County Fleet Coordinator or designated representative. All invoices submitted for payment shall be certified for payment by Collin County Fleet Coordinator or designated representative. Under no circumstances will any invoice be processed for payment without being certified by the above. Once repaired vehicle is released to Collin County and signed for by Collin County Fleet Coordinator or designated representative, Collin County shall have five (5) working days to advise the contractor who performed the repairs of any problems pertaining to those repairs.

4.24 Body Work and Painting Requirements:

4.24.1 Bidder warrants to “color match” all vehicles requiring painting. Unapproved and/or non-color matched vehicles shall be repainted at the bidder’s expense, if found unsatisfactory by Collin County.

4.24.2 Successful bidder shall be able to perform complete body repairs as well as paint vehicles and equipment.

4.24.3 All body work shall require at a minimum three (3) coats of primer, two (2) during bodywork repair, and a minimum of one (1) during painting process. All work shall be performed at the same level of quality that is provided to all customers.

4.24.4 Bent parts are to be straightened and reinforced or replaced if necessary.

4.24.5 Successful bidder shall agree to perform realignment of all vehicles when needed or requested. This shall be a thrust alignment for frame vehicles and four wheel alignment for unibody vehicles. A printout of the reading after the alignment shall be provided with each repair order. Successful bidder’s personnel or subcontractor personnel shall be qualified to perform alignment work.

4.24.6 For major repairs, if metal is rusted through, repair shall be made by cutting out damaged area and replacing with new metal that is equal to or greater than the original metal thickness. All seams shall be mudded and primed twice.

4.24.7 Large areas of rust pitting are to be filled with heavy build two-part primer, allowed to dry for eight (8) hours, then sanded and primer applied.

4.24.8 Complete color change for vehicles or equipment shall include door jambs, hood, and deck jambs. All color changes shall require hand sand prepping, acid etching of hard to reach areas, jet sealing and one (1) top coat using OEM or approved equivalent.

4.24.9 Unsatisfactory repairs include, but are not limited to; paint swirls, fish eye blemishes, orange peel, mismatched paint color, buffer burns, etc.

4.25 Vehicle Storage: Successful Bidder shall be responsible for adequate storage and will assume full liability and responsibility of all County vehicles and contents (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All storage fees shall be incurred by successful bidder. It shall be the responsibility of the contractor(s) to fully protect, at all times, county property entrusted to their care. The successful bidder shall reimburse the county for any and all damages to county property while in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages (to include hail damage), including acts of commission and/or omission by the bidder’s employees and others. Damages will be billed at invoicing costs to replace or repair such damage and may be deducted from any outstanding amounts owed the bidder. The successful bidder further agrees to pay the county any outstanding claims within thirty (30) days after notification from the Fleet Coordinator designated representative or Purchasing representative.

4.26 Termination: Failure to comply and/or meet the requirements set forth in this document may result in rejection of bidder’s proposal and/or cancellation of contract after award. Unsatisfactory work and/or ongoing delays, problems and/or non-professional workmanship may also result in cancellation and/or stoppage of

payments. Collin County defines ongoing delays as repeated extensions for repairs and/or when two (2) or more vehicles have to be returned for additional repairs.

4.27 Pricing: Bid prices for labor hours shall not exceed those published in the current Mitchell Collision Guides or CCC Pathways Estimating Solutions. The prices bid shall be used in all work for the class of vehicles covered.

4.28 Payment: Collin County will authorize payment per vehicle, upon satisfactory completion, inspection and acceptance by Collin County for the vehicle. Repair work found unacceptable by the Collin County representative shall be corrected at the Bidder's expense. Bidder is subject to non-payment for any/all unauthorized repair/restoration work.

4.29 Warranty: Bidder guarantees the service furnished to be of the highest quality, complying with specifications, and free from all defects in materials and workmanship for a period of one (1) year from the date of acceptance, with the exception of paint. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the county. All paint shall have a two (2) year minimum warranty against peeling and fading.

4.30 Qualifications:

4.30.1 Experience: Bidder shall have a minimum of five (5) years experience in complete automotive restoration services. Bidder shall state number of years' experience on Attribute 1.

4.30.2 References: Bidder shall list three (3) current references of similar size and scope of work to this bid, other than Collin County, who can verify the quality of service your company provides. Bidder shall state references on Attributes 7, 8, and 9.

4.30.3 Certification: Automotive body repair shall be supervised, if not performed by, technicians who hold certifications for the type of work being performed (such as welding, sectioning, plastic repairs, painting, etc.). Bidder shall supply with their bid, proof of any/all certifications held by his/her shop and all technicians in his/her employ, who may be involved in the repair of County vehicles/equipment. Certifications such as ASE, I-Car, etc., and any EPA and/or local government certifications shall be included in this submittal. Shop certification shall be maintained throughout the entire life of the contract. Changes to these certifications during the life of this contract shall be submitted to the County's Purchasing Department for review and acceptance. Bidder shall attach copies of any/all applicable certifications to their bid.

4.30.4 Repair Facility: Bidder shall list location(s) where vehicles will be repaired and stored. Collin County reserves the right to inspect the facilities listed prior to award. Facilities found to be inadequate may result in rejection of bid. Bidder shall state repair/storage facilities location(s) on Attribute 2.

4.30.5 Bidder's repair facility for medium and heavy duty vehicles shall be located within fifty (50) miles of the Collin County Service Center located at 700A Wilmeth Road, McKinney, TX, 75071.

4.30.6 Bidder's repair facility for light duty vehicles shall be located within thirty (30) miles of the Collin County Service Center located at 700A Wilmeth Road, McKinney, TX, 75071.

EVALUATION OF BID NO. 2017-214**Light Duty****Example 1 Light Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-1	Body Repair	35.2								
2017-214-2	Body Repair-Aluminum	0								
2017-214-3	Frame	3								
2017-214-4	Glass	1								
2017-214-5	Materials	2								
2017-214-6	Mechanical	6.4								
2017-214-7	Paint	22.3								
2017-214-8	Paint Supplies	2								
2017-214-9	OEM Domes Disc	\$2,000								
2017-214-10	OEM Import Disc	\$0								
2017-214-11	Aftermarket Disc	\$0								
2017-214-12	Towing	0								

Total Cost**Example 2 Light Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-1	Body Repair	25.5								
2017-214-2	Body Repair-Aluminum	0								
2017-214-3	Frame	0								
2017-214-4	Glass	0								
2017-214-5	Materials	2								
2017-214-6	Mechanical	4								
2017-214-7	Paint	12.5								
2017-214-8	Paint Supplies	2								
2017-214-9	OEM Domes Disc	\$1,100								
2017-214-10	OEM Import Disc	\$0								
2017-214-11	Aftermarket Disc	\$0								
2017-214-12	Towing	1								

Total Cost

Example 3 Light Duty

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-1	Body Repair	29.7								
2017-214-2	Body Repair-Aluminum	0								
2017-214-3	Frame	12.4								
2017-214-4	Glass	1								
2017-214-5	Materials	2								
2017-214-6	Mechanical	4.8								
2017-214-7	Paint	16.5								
2017-214-8	Paint Supplies	2								
2017-214-9	OEM Domes Disc	\$5,043								
2017-214-10	OEM Import Disc	\$0								
2017-214-11	Aftermarket Disc	\$0								
2017-214-12	Towing	0								

Total Cost**Example 4 Light Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-1	Body Repair	13.2								
2017-214-2	Body Repair-Aluminum	0								
2017-214-3	Frame	0								
2017-214-4	Glass	1								
2017-214-5	Materials	2								
2017-214-6	Mechanical	0								
2017-214-7	Paint	13.6								
2017-214-8	Paint Supplies	2								
2017-214-9	OEM Domes Disc	\$0								
2017-214-10	OEM Import Disc	\$0								
2017-214-11	Aftermarket Disc	\$1,066								
2017-214-12	Towing	0								

Total Cost

Example 5 Light Duty

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-1	Body Repair	12								
2017-214-2	Body Repair-Aluminum	0								
2017-214-3	Frame	2								
2017-214-4	Glass	0								
2017-214-5	Materials	0								
2017-214-6	Mechanical	5								
2017-214-7	Paint	5								
2017-214-8	Paint Supplies	2								
2017-214-9	OEM Domes Disc	\$2,600								
2017-214-10	OEM Import Disc	\$0								
2017-214-11	Aftermarket Disc	\$0								
2017-214-12	Towing	0								

Total Cost**Example 6 Light Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-1	Body Repair	8.2								
2017-214-2	Body Repair-Aluminum	0								
2017-214-3	Frame	0								
2017-214-4	Glass	0								
2017-214-5	Materials	0								
2017-214-6	Mechanical	3								
2017-214-7	Paint	8								
2017-214-8	Paint Supplies	2								
2017-214-9	OEM Domes Disc	\$0								
2017-214-10	OEM Import Disc	\$1,174								
2017-214-11	Aftermarket Disc	\$0								
2017-214-12	Towing	1								

Total Cost

Example 7 Light Duty

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-1	Body Repair	0								
2017-214-2	Body Repair-Aluminum	5.8								
2017-214-3	Frame	0								
2017-214-4	Glass	0								
2017-214-5	Materials	0								
2017-214-6	Mechanical	0								
2017-214-7	Paint	8								
2017-214-8	Paint Supplies	1								
2017-214-9	OEM Domes Disc	\$1,174								
2017-214-10	OEM Import Disc	\$0								
2017-214-11	Aftermarket Disc	\$0								
2017-214-12	Towing	0								

Total Cost**Example 8 Light Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-1	Body Repair	0								
2017-214-2	Body Repair-Aluminum	103.6								
2017-214-3	Frame	40								
2017-214-4	Glass	0								
2017-214-5	Materials	0								
2017-214-6	Mechanical	3.6								
2017-214-7	Paint	30								
2017-214-8	Paint Supplies	2								
2017-214-9	OEM Domes Disc	\$8,975								
2017-214-10	OEM Import Disc	\$0								
2017-214-11	Aftermarket Disc	\$0								
2017-214-12	Towing	0								

Total Cost

Total all
examples

Light Duty
Summary-Total

Medium Duty**Example 1 Medium Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-13	Body Repair	35.2								
2017-214-14	Frame	1								
2017-214-15	Glass	1								
2017-214-16	Materials	2								
2017-214-17	Mechanical	6.4								
2017-214-18	Paint	22.3								
2017-214-19	Paint Supplies	2								
2017-214-20	OEM Domes Disc	\$2,000								
2017-214-21	Aftermarket Disc	\$0								
2017-214-22	Towing	1								

Total Cost**Example 2 Medium Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-13	Body Repair	25.5								
2017-214-14	Frame	0								
2017-214-15	Glass	0								
2017-214-16	Materials	2								
2017-214-17	Mechanical	4								
2017-214-18	Paint	12.5								
2017-214-19	Paint Supplies	2								
2017-214-20	OEM Domes Disc	\$1,100								
2017-214-21	Aftermarket Disc	\$0								
2017-214-22	Towing	0								

Total Cost

Example 3 Medium Duty

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-13	Body Repair	29.7								
2017-214-14	Frame	12.4								
2017-214-15	Glass	0								
2017-214-16	Materials	2								
2017-214-17	Mechanical	4.8								
2017-214-18	Paint	16.5								
2017-214-19	Paint Supplies	2								
2017-214-20	OEM Domes Disc	\$5,043								
2017-214-21	Aftermarket Disc	\$0								
2017-214-22	Towing	0								

Total Cost**Example 4 Medium Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-13	Body Repair	13.3								
2017-214-14	Frame	0								
2017-214-15	Glass	0								
2017-214-16	Materials	0								
2017-214-17	Mechanical	0								
2017-214-18	Paint	14.6								
2017-214-19	Paint Supplies	1								
2017-214-20	OEM Domes Disc	\$1,066								
2017-214-21	Aftermarket Disc	\$0								
2017-214-22	Towing	1								

Total Cost

Example 5 Medium Duty

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-13	Body Repair	27.9								
2017-214-14	Frame	12.4								
2017-214-15	Glass	0								
2017-214-16	Materials	0								
2017-214-17	Mechanical	4.8								
2017-214-18	Paint	5								
2017-214-19	Paint Supplies	1								
2017-214-20	OEM Domes Disc	\$1,066								
2017-214-21	Aftermarket Disc	\$0								
2017-214-22	Towing	0								

Total Cost**Example 6 Medium Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-13	Body Repair	8.2								
2017-214-14	Frame	0								
2017-214-15	Glass	0								
2017-214-16	Materials	0								
2017-214-17	Mechanical	3								
2017-214-18	Paint	8								
2017-214-19	Paint Supplies	1								
2017-214-20	OEM Domes Disc	\$0								
2017-214-21	Aftermarket Disc	\$2,104								
2017-214-22	Towing	0								

Total Cost

Example 7 Medium Duty

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-13	Body Repair	103.6								
2017-214-14	Frame	40								
2017-214-15	Glass	0								
2017-214-16	Materials	0								
2017-214-17	Mechanical	3.6								
2017-214-18	Paint	29.7								
2017-214-19	Paint Supplies	2								
2017-214-20	OEM Domes Disc	\$8,075								
2017-214-21	Aftermarket Disc	\$0								
2017-214-22	Towing	0								

Total Cost**Example 8 Medium Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-13	Body Repair	5.8								
2017-214-14	Frame	6								
2017-214-15	Glass	0								
2017-214-16	Materials	0								
2017-214-17	Mechanical	0								
2017-214-18	Paint	8								
2017-214-19	Paint Supplies	1								
2017-214-20	OEM Domes Disc	\$1,174								
2017-214-21	Aftermarket Disc	\$0								
2017-214-22	Towing	0								

Total Cost

Total all
examples

Medium Duty
Summary-Total

Heavy Duty**Example 1 Heavy Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-23	Body Repair	35.2								
2017-214-24	Frame	3								
2017-214-25	Glass	1								
2017-214-26	Materials	2								
2017-214-27	Mechanical	4.7								
2017-214-28	Paint	1.2								
2017-214-29	Paint Supplies	2								
2017-214-30	OEM Domes Disc	\$2,300								
2017-214-31	Aftermarket Disc	\$0								
2017-214-32	Towing	0								

Total Cost**Example 2 Heavy Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-23	Body Repair	14.6								
2017-214-24	Frame	5								
2017-214-25	Glass	0								
2017-214-26	Materials	0								
2017-214-27	Mechanical	8.2								
2017-214-28	Paint	16.5								
2017-214-29	Paint Supplies	1								
2017-214-30	OEM Domes Disc	\$8,100								
2017-214-31	Aftermarket Disc	\$0								
2017-214-32	Towing	\$0								

Total Cost

Example 3 Heavy Duty

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
			rate		rate		rate		rate	
2017-214-23	Body Repair	22.3								
2017-214-24	Frame	3.6								
2017-214-25	Glass	0								
2017-214-26	Materials	0								
2017-214-27	Mechanical	11.2								
2017-214-28	Paint	11.3								
2017-214-29	Paint Supplies	2								
2017-214-30	OEM Domes Disc	\$14,000								
2017-214-31	Aftermarket Disc	\$0								
2017-214-32	Towing	1								

Total Cost**Example 4 Heavy Duty**

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
			rate		rate		rate		rate	
2017-214-23	Body Repair	6.7								
2017-214-24	Frame	0								
2017-214-25	Glass	0								
2017-214-26	Materials	0								
2017-214-27	Mechanical	8.3								
2017-214-28	Paint	12.4								
2017-214-29	Paint Supplies	1								
2017-214-30	OEM Domes Disc	\$6,100								
2017-214-31	Aftermarket Disc	\$0								
2017-214-32	Towing	0								

Total Cost

Example 5 Heavy Duty

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
			rate		rate		rate		rate	
2017-214-23	Body Repair	13.4								
2017-214-24	Frame	0								
2017-214-25	Glass	0								
2017-214-26	Materials	0								
2017-214-27	Mechanical	0								
2017-214-28	Paint	13.6								
2017-214-29	Paint Supplies	1								
2017-214-30	OEM Domes Disc	\$2,015								
2017-214-31	Aftermarket Disc	\$0								
2017-214-32	Towing	1								

Total Cost**Example 6 Heavy Duty**

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
			rate		rate		rate		rate	
2017-214-23	Body Repair	25.5								
2017-214-24	Frame	8.5								
2017-214-25	Glass	0								
2017-214-26	Materials	0								
2017-214-27	Mechanical	4								
2017-214-28	Paint	12.5								
2017-214-29	Paint Supplies	2								
2017-214-30	OEM Domes Disc	\$0								
2017-214-31	Aftermarket Disc	\$2,500								
2017-214-32	Towing	0								

Total Cost

Example 7 Heavy Duty

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-23	Body Repair	19.8								
2017-214-24	Frame	2.4								
2017-214-25	Glass	0								
2017-214-26	Materials	28								
2017-214-27	Mechanical	4.8								
2017-214-28	Paint	16.5								
2017-214-29	Paint Supplies	1								
2017-214-30	OEM Domes Disc	\$5,250								
2017-214-31	Aftermarket Disc	\$0								
2017-214-32	Towing	0								

Total Cost**Example 8 Heavy Duty**

			<i>Vendor 1</i>	<i>Total</i>	<i>Vendor 2</i>	<i>Total</i>	<i>Vendor 3</i>	<i>Total</i>	<i>Vendor 4</i>	<i>Total</i>
Item No.	Brief Desc	# hrs or \$	rate		rate		rate		rate	
2017-214-23	Body Repair	13.2								
2017-214-24	Frame	0								
2017-214-25	Glass	0								
2017-214-26	Materials	0								
2017-214-27	Mechanical	0								
2017-214-28	Paint	13.6								
2017-214-29	Paint Supplies	1								
2017-214-30	OEM Domes Disc	\$1,099								
2017-214-31	Aftermarket Disc	\$0								
2017-214-32	Towing	0								

Total Cost

*Total all
examples*

Heavy Duty
Summary-Total

INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Jon Kleinheksel – Director of Public Works

Dayne Shepherd – Equipment Services Manager

Liz Gray – Fleet Analyst

Purchasing:

Michalyn Rains – Purchasing Agent

Sara Hoglund, CPPB – Asst. Purchasing Agent

J. D. Griffin – Buyer II

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Chris Hill – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][] or Employer identification number [][] - [][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.