



# Collin County Purchasing

## 2018-263

### Services: Body Repair And Painting For Light, Medium & Heavy Duty Vehicles

Issue Date: 11/6/2018

Questions Deadline: 11/26/2018 12:00 PM (CT)

Response Deadline: 11/29/2018 02:00 PM (CT)

Collin County Purchasing

### Contact Information

Contact: JD Griffin, CPPB Buyer II

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548-4116 x

Fax: (972) 548-4694 x

Email: [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us)

## Event Information

Number: 2018-263  
Title: Services: Body Repair And Painting For Light, Medium & Heavy Duty Vehicles  
Type: Invitation for Bid  
Issue Date: 11/6/2018  
Question Deadline: 11/26/2018 12:00 PM (CT)  
Response Deadline: 11/29/2018 02:00 PM (CT)  
Notes: Please log in to view bid documents.

## Ship To Information

Address: 700A W. Wilmeth Rd.  
Equipment Services  
Public Works  
McKinney, TX 75069

## Billing Information

Contact: Accounts Payable  
Address: 2300 Bloomdale Rd  
Ste. 3100  
Auditor  
Jack Hatchell Admin. Bldg  
Ste. 3100  
McKinney, TX 75071  
Phone: 1 (972) 548-4733 x  
Email: [accountspayable@co.collin.tx.us](mailto:accountspayable@co.collin.tx.us)

## Bid Activities

### Intent to Bid

Do you intend to submit a bid?

11/16/2018 3:00:00 PM (CT)

## Bid Attachments

### Legal Notice-IFB 2018-263.doc

Legal Notice

[Download](#)

### General\_Instructions\_Bid.docx

General\_Instructions\_Bid

[View Online](#)

### Terms\_of\_Contract\_Bid.docx

Terms\_of\_Contract\_Bid

[View Online](#)

### 3.0\_Insurance\_Requirements.doc

Insurance Requirements

[View Online](#)

### 4.0 Special Conditions and Specifications.doc

Special Conditions and Specifications

[View Online](#)

### Attachment A-Evaluation Spreadsheet.pdf

Attachment A-Evaluation Spreadsheet

[View Online](#)

### HB23 CIQ.docx

Information Regarding Conflict of Interest Questionnaire

[View Online](#)

### CIQ\_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

## Requested Attachments

### Certifications per Section 4.32.3

*(Attachment required)*

#### W-9

*(Attachment required)*

#### 2270 Verification

*(Attachment required)*

#### Conflict of Interest Questionnaire

## Bid Attributes

<b>1</b>	<p><b>eBid Notice</b></p> <p>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. Please initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
<b>2</b>	<p><b>Experience</b></p> <p>Bidder shall state number of years' experience in complete automotive restoration services.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
<b>3</b>	<p><b>Repair Locations</b></p> <p>Bidder shall list location(s) where vehicles will be repaired and stored.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>

**4 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.

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*(Required: Maximum 1000 characters allowed)*

**5 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".

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*(Required: Maximum 4000 characters allowed)*

**6 Exceptions**

Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.

Yes  No

*(Required: Check only one)*

**7 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.

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*(Required: Maximum 1000 characters allowed)*

**8 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.

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*(Required: Maximum 4000 characters allowed)*

**9 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.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

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*(Required: Maximum 4000 characters allowed)*

**1  
0 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.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

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*(Required: Maximum 4000 characters allowed)*

**1  
1 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.

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes  No

*(Required: Check only one)*

**1**  
**2** **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).

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.

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*(Required: Maximum 4000 characters allowed)*

**1**  
**3** **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.

Please initial.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**4** **Immigration and Reform Act**

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

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

Please initial.

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*(Required: Maximum 1000 characters allowed)*

**1  
5 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.

Please initial.

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*(Required: Maximum 1000 characters allowed)*

**1  
6 Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior 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.

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*(Required: Maximum 1000 characters allowed)*

**1  
7 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.

Please initial.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**8** **Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. 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?

- Plano Star Courier  
  Plan Room  
  Collin County eBid Notification  
  Collin County Website  
 Other

*(Required: Check only one)*

**1**  
**9** **Bidder Acknowledgement**

Bidder acknowledges, understands the specifications, any 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Required: Maximum 1000 characters allowed)*

**Bid Lines**

**1** Light Duty Vehicle: Body Repair Labor

*(Response required)*

Quantity:   1   UOM:   hour   Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid  
 Additional notes  
*(Attach separate sheet)*

**2** Light Duty Vehicle: Aluminum Body Repair Labor

*(Response required)*

Quantity:   1   UOM:   hour   Unit price: \$  Total: \$

Item Notes: Per hour labor price for light duty vehicle body repair on vehicles with an aluminum body

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid  
 Additional notes  
*(Attach separate sheet)*

**3** Light Duty Vehicle: Frame Repair Labor

*(Response required)*

Quantity:   1   UOM:   hour   Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid  
 Additional notes  
*(Attach separate sheet)*

**4** Light Duty Vehicle: Glass Repair Labor  
*(Response required)*

Quantity:   1   UOM:  hour  Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**5** Light Duty Vehicle: Mechanical Labor  
*(Response required)*

Quantity:   1   UOM:  hour  Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**6** Light Duty Vehicle: Paint Technician Labor  
*(Response required)*

Quantity:   1   UOM:  hour  Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**7** Light Duty Vehicle: Paint Supplies Labor  
*(Response required)*

Quantity:   1   UOM:  hour  Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**8** Light Duty Vehicle: Discount Off OEM Replacement Parts-Domestic

Total:  %

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

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**9** Light Duty Vehicle: Discount Off OEM Replacement Parts-Import

Total:  %

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

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**10** Light Duty Vehicle: Discount Off Aftermarket/Used Replacement Parts

Item Notes: Light Duty Vehicle-Percent discount off of aftermarket/used replacement parts.

Supplier Notes: \_\_\_\_\_

Total:  %

No bid  
 Additional notes  
*(Attach separate sheet)*

**11** Light Duty Vehicle: Towing  
*(Response required)*

Quantity:   1   UOM:   lump sum   Unit price: \$  Total: \$

Item Notes: Lump sum price for towing light duty vehicle from Collin County Public Works facility to contractor's repair facility.

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**12** Medium Duty Vehicle: Body Repair Labor  
*(Response required)*

Quantity:   1   UOM:   hour   Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**13** Medium Duty Vehicle: Frame Repair Labor  
*(Response required)*

Quantity:   1   UOM:   hour   Unit price: \$  Total: \$

Item Notes: Per hour labor price for medium duty vehicle frame repair.

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**14** Medium Duty Vehicle: Glass Repair Labor  
*(Response required)*

Quantity:   1   UOM:   hour   Unit price: \$  Total: \$

Item Notes: Per hour labor price for medium duty vehicle glass repair.

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**15** Medium Duty Vehicle: Mechanical Labor  
*(Response required)*

Quantity:   1   UOM:   hour   Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**16** Medium Duty Vehicle: Paint Technician Labor  
(Response required)

Quantity:   1   UOM:  hour  Unit price: \$  Total: \$

Item Notes: Per hour labor price for medium duty vehicles paint technician.

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**17** Medium Duty Vehicle: Paint Supplies Labor  
(Response required)

Quantity:   1   UOM:  hour  Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**18** Medium Duty Vehicle: Discount Off OEM Replacement Parts

Total:  %

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

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**19** Medium Duty Vehicle: Discount Off Aftermarket/Used Replacement Parts

Total:  %

Item Notes: Medium Duty Vehicle-Percent discount off of aftermarket or quality used replacement parts for vehicles no longer under warranty.

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**20** Medium Duty Vehicle: Towing  
(Response required)

Quantity:   1   UOM:  lump sum  Unit price: \$  Total: \$

Item Notes: Lump sum price for towing medium duty vehicle from Collin County Public Works facility to contractor's repair facility.

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**21** Heavy Duty Vehicle: Body Repair Labor  
(Response required)

Quantity:   1   UOM:  hour  Unit price: \$  Total: \$

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

Supplier Notes: \_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**2** Heavy Duty Vehicle: Frame Repair Labor  
**2** (Response required)  
 Quantity:   1   UOM:  hour  Unit price: \$  Total: \$   
 Item Notes: Per hour labor price for heavy duty vehicle frame repair.  
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**2** Heavy Duty Vehicle: Glass Repair Labor  
**3** (Response required)  
 Quantity:   1   UOM:  hour  Unit price: \$  Total: \$   
 Item Notes: Per hour labor price for heavy duty vehicle glass repair.  
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**2** Heavy Duty Vehicle: Mechanical Labor  
**4** (Response required)  
 Quantity:   1   UOM:  hour  Unit price: \$  Total: \$   
 Item Notes: Per hour labor price for heavy duty vehicle mechanical repair.  
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**2** Heavy Duty Vehicle: Paint Technician Labor  
**5** (Response required)  
 Quantity:   1   UOM:  hour  Unit price: \$  Total: \$   
 Item Notes: Per hour labor price for heavy duty vehicle paint technician.  
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**2** Heavy Duty Vehicle: Paint Supplies Labor  
**6** (Response required)  
 Quantity:   1   UOM:  hour  Unit price: \$  Total: \$   
 Item Notes: Per hour labor price to provide paint supplies for heavy duty vehicles.  
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**2** Heavy Duty Vehicle: Discount Off OEM Replacement Parts-Domestic  
**7**

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

Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

Total:  %

No bid  
 Additional notes  
 (Attach separate sheet)

**28** Heavy Duty Vehicle: Discount Off Aftermarket/Used Replacement Parts

(Response required)

Quantity:   1   UOM:  hour  Unit price: \$  Total: \$

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.

- No bid
- Additional notes  
*(Attach separate sheet)*

Supplier Notes: \_\_\_\_\_

**29** Heavy Duty Vehicle: Towing

(Response required)

Quantity:   1   UOM:  lump sum  Unit price: \$  Total: \$

Item Notes: Lump sum price for towing heavy duty vehicle from Collin County Public Works facility to contractor's repair facility.

- No bid
- Additional notes  
*(Attach separate sheet)*

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 (91<sup>st</sup>) 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://collincountvtx.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 it's 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.

1.25 Bidder shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

## 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 56<sup>th</sup> 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 56<sup>th</sup> 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.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

2.38 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

**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 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, light, medium, and heavy 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 the date of award and continuing for one (1) year, with the option of three (3) one (1) year renewals.

4.3.1 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

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 Redetermination: The bidder shall submit a bid that will be fixed for one (1) year. A price re-determination may be considered by Collin County only at the anniversary date of the contract. The anniversary date will be the day the contract was awarded by Commissioners' Court of each year. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination such as Manufacture'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. Collin County reserves the right to accept or reject any/all of the price redetermination 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 2017 were approximately \$31,000 and for fiscal year 2018 were approximately \$23,000. 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: 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 evaluation spreadsheet (Attachment A). Bidders failing to respond to all line items within a category may result in disqualification of award in the category. The bidder's past experience of honoring contracts at the bid price as well as their past

delivery history with Collin County, will be an important consideration in the evaluation of the lowest and best bid. Bidders failing to provide the information necessary for the evaluation of the bid may be considered non-responsive.

Bidder's location shall be factored into the evaluation. The County will calculate the total number of miles from Collin County Service Center, 700 A Wilmeth Rd., McKinney, TX 75069 to vendor location and back to Collin County Service Center (round-trip) by using Google Maps, multiplied by the current IRS mileage rate (this will only be taken into consideration when evaluating the responses to this IFB).

4.9 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. 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.

#### 4.10 Vehicle Categories:

4.10.1 Light Duty: Automobiles, light trucks, vans, SUV's, and similar equipment up to 10,000 GVWR (Line Items 1-11).

4.10.2 Medium Duty: Trucks, trailers, utility vehicles and equipment from 10,001 to 26,000 GVWR (Line Items 12-20).

4.10.3 Heavy Duty: Trucks, trailers and equipment from 26,001 to 52,000 GVWR (Line Items 21-29)

4.11 Cost Estimates: The successful bidder shall furnish all labor, equipment and supervision to provide body repairs in accordance with the following:

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

4.11.2 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.

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

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

4.11.3.2 Painting supplies.

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

4.11.3.4 Towing charges, if applicable.

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

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

4.11.5 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.

4.11.6 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.

4.12 Purchase Order: No work shall commence until a purchase order has been issued. Upon receipt of a valid Collin County Purchase order, vendor shall contact Collin County Fleet Coordinator, Fleet Manager or his designated representative within one (1) business day to arrange for the pick up of the damaged unit to begin repairs. Collin County normal business hours are between 7:00 am and 3:00 pm Monday through Friday (excluding holidays). All work shall be completed within the timeframe indicated on the vendor's original approved written estimate, unless otherwise agreed upon by County and vendor.

4.12.1 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.

4.13 Pickup and Delivery/Towing: 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.

4.14 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:

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

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

4.14.3 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.

4.14.4 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.

4.14.5 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.

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

4.15 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).

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

4.16.1 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.

4.16.2 Hydraulic or electric equipment to perform multiple repair-pulls on frame and unibody vehicles.

4.16.3 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.

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

4.16.5 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.

4.16.6 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.

4.17 Subcontractors: Bidder shall state names of all subcontractors and the type of work they will be performing on Attribute 5. 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.

4.18 The awarded contractor agrees to assume full liability and responsibility for all vehicles and contents (including police radios and other standard or installed emergency vehicle equipment and lighting), placed in their custody by the County under this contract.

4.19 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.

4.20 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.

4.21 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.

4.21.1 In the event of a catastrophic event resulting in multiple decommissioned vehicles, Collin County reserves the right to utilize both the primary and secondary vendors in order to return essential County vehicles to service as soon as possible. This determination will be made at the County's discretion based upon the number of vehicles damaged and out of service versus the estimated time to have all vehicles repaired and returned to service.

4.22 In a situation where multiple units require paintless dent repair (PDR) due to the same event, it is preferred that, when possible, PDR work be performed at the Collin County Service Center by the vendor or his authorized subcontractor.

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

4.24 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.

4.25 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.

4.26 Body Work and Painting Requirements:

4.26.1 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.

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

4.26.3 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.

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

4.26.5 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.

4.26.6 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.

4.26.7 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.

4.26.8 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.

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

4.27 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.

4.28 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.

4.29 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.

4.30 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.

4.31 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.

4.32 Qualifications:

4.32.1 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 2.

4.32.2 References: Bidder shall list three (3) current customers of similar size and scope of work to this bid, other than Collin County, who can verify the quality of service your company provides.

4.32.3 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 their shop and all technicians in their employ, including any/all sub-contractors, 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. Bidders failing to provide this documentation may be considered non-responsive.

4.32.4 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 3.





Attachment A-Evaluation Spreadsheet

2	Body Repair- Aluminum	0								
3	Frame	0								
4	Glass	1								
5	Mechanical	0								
6	Paint	13.6								
7	Paint Supplies	2								
8	OEM Domes Disc	\$0								
9	OEM Import Disc	\$0								
10	Aftermarket Disc	\$1,066								
11	Towing	0								
<b>Round Trip Mileage</b>		<b>Rate/Mile</b>	<b># Miles</b>	<b>Total</b>						
		0.545								

**Total Cost**

**Example 5 Light Duty Vehicle**

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i> rate	<i>Total</i>	<i>Vendor 2</i> rate	<i>Total</i>	<i>Vendor 3</i> rate	<i>Total</i>	<i>Vendor 4</i> rate	<i>Total</i>
1	Body Repair	12								
2	Body Repair- Aluminum	0								
3	Frame	2								
4	Glass	0								
5	Mechanical	5								
6	Paint	5								
7	Paint Supplies	2								
8	OEM Domes Disc	\$2,600								
9	OEM Import Disc	\$0								
10	Aftermarket Disc	\$0								
11	Towing	0								
<b>Round Trip Mileage</b>		<b>Rate/Mile</b>	<b># Miles</b>	<b>Total</b>						
		0.545								

**Total Cost**



Attachment A-Evaluation Spreadsheet

5	Mechanical	0								
6	Paint	8								
7	Paint Supplies	1								
8	OEM Domes Disc	\$1,174								
9	OEM Import Disc	\$0								
10	Aftermarket Disc	\$0								
11	Towing	0								
<b>Round Trip Mileage</b>		<b>Rate/Mile</b>	<b># Miles</b>	<b>Total</b>						
		0.545								

**Total Cost**

**Example 8 Light Duty Vehicle**

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i> rate	<i>Total</i>	<i>Vendor 2</i> rate	<i>Total</i>	<i>Vendor 3</i> rate	<i>Total</i>	<i>Vendor 4</i> rate	<i>Total</i>
1	Body Repair	0								
2	Body Repair- Aluminum	103.6								
3	Frame	40								
4	Glass	0								
5	Mechanical	3.6								
6	Paint	30								
7	Paint Supplies	2								
8	OEM Domes Disc	\$8,975								
9	OEM Import Disc	\$0								
10	Aftermarket Disc	\$0								
11	Towing	0								
<b>Round Trip Mileage</b>		<b>Rate/Mile</b>	<b># Miles</b>	<b>Total</b>						
		0.545								

**Total Cost**

**Light Duty**

**Total all  
examples Summary-Total**







Attachment A-Evaluation Spreadsheet

14	Glass	0								
15	Mechanical	3								
16	Paint	8								
17	Paint Supplies	1								
18	OEM Domes Disc	\$0								
19	Aftermarket Disc	\$2,104								
20	Towing	0								
<b>Round Trip Mileage</b>		<b>Rate/Mile</b>	<b># Miles</b>	<b>Total</b>						
		0.545								

**Total Cost**

**Example 7 Medium Duty Vehicle**

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i> rate	<i>Total</i>	<i>Vendor 2</i> rate	<i>Total</i>	<i>Vendor 3</i> rate	<i>Total</i>	<i>Vendor 4</i> rate	<i>Total</i>
12	Body Repair	103.6								
13	Frame	40								
14	Glass	0								
15	Mechanical	3.6								
16	Paint	29.7								
17	Paint Supplies	2								
18	OEM Domes Disc	\$8,075								
19	Aftermarket Disc	\$0								
20	Towing	0								
<b>Round Trip Mileage</b>		<b>Rate/Mile</b>	<b># Miles</b>	<b>Total</b>						
		0.545								

**Total Cost**

**Example 8 Medium Duty Vehicle**

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i> rate	<i>Total</i>	<i>Vendor 2</i> rate	<i>Total</i>	<i>Vendor 3</i> rate	<i>Total</i>	<i>Vendor 4</i> rate	<i>Total</i>
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Attachment A-Evaluation Spreadsheet

22	Frame	2.4								
23	Glass	0								
24	Mechanical	4.8								
25	Paint	16.5								
26	Paint Supplies	1								
27	OEM Domes Disc	\$5,250								
28	Aftermarket Disc	\$0								
29	Towing	0								
<b>Round Trip Mileage</b>		<b>Rate/Mile</b>	<b># Miles</b>	<b>Total</b>						
		0.545								

**Total Cost**

**Example 8 Heavy Duty Vehicle**

Item No.	Brief Desc	# hrs or \$	<i>Vendor 1</i> rate	<i>Total</i>	<i>Vendor 2</i> rate	<i>Total</i>	<i>Vendor 3</i> rate	<i>Total</i>	<i>Vendor 4</i> rate	<i>Total</i>
21	Body Repair	13.2								
22	Frame	0								
23	Glass	0								
24	Mechanical	0								
25	Paint	13.6								
26	Paint Supplies	1								
27	OEM Domes Disc	\$1,099								
28	Aftermarket Disc	\$0								
29	Towing	0								
<b>Round Trip Mileage</b>		<b>Rate/Mile</b>	<b># Miles</b>	<b>Total</b>						
		0.545								

**Total Cost**

**Heavy Duty**

**Total all examples Summary-Total**

## **INFORMATION REGARDING** **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> 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 84<sup>th</sup> 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](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, CPPO, CPPB – Purchasing Agent  
Michelle Charnoski, CPPB – Assistant Purchasing Agent  
J. D. Griffin, CPPB – Buyer II

Commissioners' Court:

Keith Self – County Judge  
Susan Fletcher – Commissioner Precinct No. 1  
Cheryl Williams – Commissioner Precinct No. 2  
John Thomas – Commissioner Precinct No. 3  
Duncan Webb – Commissioner Precinct No. 4

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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.

CHAPTER 2270 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(PRINT NAME)

\_\_\_\_\_  
(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
TITLE

