

City of McKinney Purchasing (City of McKinney, Texas)

Supplier Response

Bid Information

Bid Creator Abri Sterlacci Contract Administrator
 Email asterlac@mckinneytexas.org
 Phone 1 (972) 547-7582
 Fax 1 (972) 547-7585

 Bid Number 17-02SC
 Title Automotive Paint and Body Services
 Bid Type ITB
 Issue Date 9/21/2016 12:00 PM (CT)
 Close Date 10/6/2016 02:00:00 PM (CT)
 Need by Date

Contact Information

Address 1550 S. College St.
 Bldg. D
 McKinney, TX 75069
 Contact Abbi Sterlacci
 Purchasing
 Department
 Building Bldg. D
 Floor/Room
 Telephone USA (972) 547-7580
 Fax USA (972) 547-7585
 Email asterlac@mckinneytexas.org

Ship to Information

Address 1550 S. College St.
 Bldg. D
 McKinney, TX 75069
 Contact Abbi Sterlacci
 Purchasing
 Department
 Building Bldg. D
 Floor/Room
 Telephone USA (972) 547-7585
 Fax
 Email asterlac@mckinneytexas.org

Supplier Information

Company David's Paint & Body
 Address 211 East Erwin

 McKinney, TX 75069
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (972) 5425227
 Fax 1 (972) 5423036
 Email
 Submitted 9/21/2016 12:26:50 PM (CT)
 Total \$171.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature DAVID HUNT

Email davidhunt1000@aol.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	General Terms and Conditions	<p>I. BIDDING</p> <p>A. BIDS – The City encourages all responses to be submitted electronically on the City's eBid system. However, the City will also accept paper bids, if received by the due date and time at the location specified in the legal notice. Paper bids submitted to the office of the Purchasing Manager shall be a minimum of one (1) original and three (3) copies of the executed Bid Form submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB. Copies are to be marked as such.</p> <p>B. AUTHORIZED SIGNATURES – The bid, whether paper or electronic must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.</p> <p>C. LATE BIDS – Bids must be submitted electronically or in the office of the City Purchasing Manager before or at the specified time and date bids are due. Bids received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive bids.</p> <p>D. WITHDRAWAL OF BIDS PRIOR TO BID OPENING – A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Manager. If time allows and the bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. The City of McKinney reserves the right to withdraw a request for bids before the opening date.</p> <p>E. WITHDRAWAL OF BIDS AFTER BID OPENING – Bidder agrees that offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.</p> <p>F. BID AMOUNTS – Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.</p> <p>G. EXCEPTIONS AND/OR SUBSTITUTIONS – As a matter of practice, the City of McKinney rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the City. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications</p>	Agree

and shall hold the vendor responsible to perform in strict accordance with the specifications.

H. ALTERNATES – Bid request and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. DESCRIPTIONS – Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style or quality of material desired.

J. BID ALTERATIONS – Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. QUANTITIES – Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as needed basis. Bidder is responsible for accurate final counts.

M. BID AWARD – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. The City reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the City. The City reserves the right to award based upon individual line items, sections or total bid.

N. BEST VALUE – In determining best value, the City of McKinney may consider: 1) purchase price; 2) reputation of the bidder and of the bidder's goods or services; 3) quality of the bidder's goods or services; 4) extent to which the goods or services meet the City's needs; 5) bidder's past relationship with the City of McKinney; 6) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; 7) total long-term cost to the City to acquire the bidder's goods or services; and 8) any relevant criteria specifically listed in this document.

O. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

P. ADDENDA – Any interpretations, corrections or

changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

Q. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance, if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

S. RESPONSIVENESS – A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include “price in effect at the time of delivery”; and c) bids made contingent upon award of other bids currently under consideration.

T. RESPONSIBLE STANDING OF BIDDER – To be considered for award, bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of bidder, the City of McKinney may request recent financial statements or a statement of net worth.

U. PROPRIETARY DATA – Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including existing the Texas Public Information Act.

V. PUBLIC BID OPENING – Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week may be required to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all bids submitted are available for public review, unless otherwise specified herein.

II. PERFORMANCE

A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must

conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. AGE AND MANUFACTURE – All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.

D. DELIVERY/COMPLETION SCHEDULE – Delivery may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on City of McKinney purchase order, as necessary to perform contract are to be included in the bid price.

F. INSTALLATION CHARGES – All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be provided at no additional cost to the City.

H. LABOR/MATERIALS/EQUIPMENT - Successful bidder shall provide all labor, materials, and equipment necessary for completion of each job(s)

I. STORAGE – Bidder agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.

J. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

K. PATENTS AND COPYRIGHTS – The successful

vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

L. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder/vendor.

M. ACCEPTABILITY – All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the City at the City's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor. Vendor's failure to retrieve property resulting in ownership by City shall not be imputed as acceptance of replacement good under this contract.

III. PURCHASE ORDERS AND PAYMENT

A. PURCHASE ORDERS – A Purchase Order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the City in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis. In the event sufficient funds are not appropriated in the City budget for the payment of amounts due under this contract, the City shall not be obligated to make further purchases or payments and City reserves the right to terminate this contract without liability.

IV. CONTRACT

A. CONTRACT DEFINITION – The General Conditions

of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the City, shall constitute a contract equally binding between the successful bidder and the City of McKinney.

B. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.

C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.

D. PRICE REDETERMINATION: A price redetermination may be considered by City of McKinney only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e. 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., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. City of McKinney reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the City.

E. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

F. 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.

G. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

H. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment, with costs, which may be obtained against the City of McKinney growing out of such injury or damages.

I. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas Local Government Code.

J. DISCLOSURE OF CERTAIN RELATIONSHIPS – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

K. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

L. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

M. VENUE – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.

N. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.

O. SILENCE OF SPECIFICATIONS – The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2	Contract Term	Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for two (2) year period with three (3) one (1) year renewal options.	Acknowledge
3	Interlocal Clause	As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?	Yes
4	Minimum Specifications	<p>It is the intent of the following minimum specifications to describe Automotive Paint & Body Services and to establish an annual fixed price contract for this service on an "as needed basis". Brand names, where used, are for descriptive purposes.</p> <p>BEST VALUE EVALUATION CRITERIA AND FACTORS –</p> <p>Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors as follows:</p> <p>50% PURCHASE PRICE 35% THE EXTENT TO WHICH GOODS OR SERVICES MEETS THE CITY OF MCKINNEY'S NEEDS 15% REPUTATION OF THE BIDDER AND OF THE BIDDER'S GOODS OR SERVICES</p>	
5	References	List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. Include the following information. Company Name, Contact Person, Title, Address, e-mail, Phone Number, Fax Number.	<p>City of Melissa Duane Smith Chief 3411 Barker Ave Melissa,Tx.75454 P972-838-2033/2338 F972-837-4524 dsmith@cityofmelissa.com</p> <p>City of Anna Kenneth Jenks PO Box 776 Anna,Tx.75409 P972-924-2848 F972-924-3162 kjenks@annatexas.gov</p> <p>City of McKinney Fleet Services Johnny Briggs 1550 S.College St. Mckinney,Tx.75069 P972-547-7345 F972-547-2601 jbriggs@mckinneytexas.org</p>
6	Delivery	Please specify if your company is willing to pick up/deliver vehicles and any cost associated with the pick up and delivery of vehicles	yes

7	Delivery	Please specify the number of hours/days for picking up units once notified	same day
8	Delivery	Please specify the number of hours/days for delivery once the job is complete	same day
9	EPA Standard (please initial to show compliance)	The successful vendor shall comply with all E.P.A. Standards specifically required by Federal, State, and Local jurisdictions as prescribed for Paint & Body Repair Operations.	dh
10	Written Estimates (please initial to show compliance)	The successful vendor must provide free written estimates of all work to be performed.	dh
11	On Site Inspection (please initial to show compliance)	Vendor must provide on-site inspections at the City's Service Center, Inspections for the purpose of generating estimates shall be conducted between the hours of: 7:00 AM to 4:00 PM,(Monday through Friday), or at any designated location requested by City.	dh
12	Texas Administrative Code (please initial to show compliance)	Prospective Vendors are required to be legally capable of repairing and painting vehicles and equipment in a protected and totally enclosed, filtered spray booth designed to handle these types of procedures as specified by the Texas Administrative Code, Title 30, Part 1, Chapter 106, Subchapter S, Rule §106.436. The City will inspect all facilities prior to award of the contract for compliance of these requirements. This pertains to all classifications being bid.	dh
13	Rejection of Bid (please initial to show compliance)	Bids will be rejected from Vendors who cannot perform paint & body repairs on a classification of vehicles/equipment; their facility is not capable of handling city vehicles; lack the experience in making the repairs; failure to produce the required references, certifications of staff performing repairs, or other required documents.	dh
14	Fire Suppression (please initial to show compliance)	Paint booths must have an approved integrated fire suppression system with current inspections performed by a licensed vendor	dh
15	Vehicles	Some vehicles may be equipped with a body other than a pickup cargo bed, such as; Animal Control module, platform body, and/or any other body, which could be supported within the vehicle's GVWR.	(No Response Required)
16	Guarantee (please initial to show compliance)	All work shall be covered by a two (2) year workmanship guarantee from date of completed invoice.	dh
17	Sublet (please initial to show compliance)	Prospective vendor shall not sublet or assign this contract for any body repairs and/or painting to any other vendor.	dh
18	Mechanical Repairs (please initial to show compliance)	Mechanical repairs performed during the process of repairing the damaged vehicle must comply with industry standards. Vendor must acquire authorization from the McKinney Fleet Manager prior to performing any type of mechanical repairs.	dh
19	Reassembly (please initial to show compliance)	Vehicles must be reassembled to factory specifications, and use Certified Original Equipment Manufacturer (O.E.M) parts. If needed, welding must meet manufacturer's approved methods.	dh

20	Alignment (please initial to show compliance)	Align suspension front, rear, or both, if required to restore vehicle to manufacturer's specifications.	dh
21	Painting (please initial to show compliance)	Prospective Vendors painting vehicles & equipment must be capable of Single stage, base coat/clear coat, and tri-stage painting.	dh
22	Capabilities (please initial to show compliance)	Vendor must be experienced and capable of making repairs to fiberglass, sheet molding compound (SMC) or carbon fiber material, plastic, aluminum, structural steel and sheet metal.	dh
23	Corrosion Protection (please initial to show compliance)	Vendor must restore factory corrosion protection.	dh
24	Color Match (please initial to show compliance)	Vendor must use a precision color match system to finish the repaired areas to the closest possible color match.	dh
25	Vehicle Painting (please initial to show compliance)	Vendor must be capable of partial or full repaints.	dh
26	Residue (please initial to show compliance)	Any paint residue or damage caused from painting will be charged back to the vendor	dh
27	Authorization (please initial to show compliance)	All work performed on City vehicles/equipment must be authorized by Fleet Services. Authorization on any work to be performed will be processed within twenty-four (24) hours of receiving the estimate. Authorization to proceed will be sent via fax, and/or e-mail from the Fleet Services Department. No repairs or painting should be performed without the proper written authorization.	dh
28	Additional Work (please initial to show compliance)	After authorization has been given to proceed, any additional work will require a revised estimate from the vendor. The revised estimate must state the reason for the increase, and a request to proceed. All estimates shall require the Fleet Manager's authorization	dh
29	Scope of Work (please initial to show compliance)	Any work performed outside of the scope of what is authorized, should not be billed to the City, and will not be reimbursed.	dh
30	Invoices (please initial to show compliance)	Unit number and mileage and/or hour meter reading must be on all estimates and invoices.	dh
31	Communications (please initial to show compliance)	The City's Fleet Department will provide the vendor, at the time the contract is awarded, a list of primary and secondary contacts, which will include phone, secondary phone, e-mail, and fax numbers for communication purposes.	dh
32	Operating Equipment (please initial to show compliance)	Unauthorized personnel shall not operate City radios or other equipment.	dh
33	Purchase Order Number (please initial to show compliance)	Once the contract is awarded, the Purchasing Manager will issue a Purchase Order for the contract. The purchase order number is required on all invoices for work performed. Any questions regarding this contract should be directed to the City's Fleet Manager during normal business hours.	dh
34	Exceptions	Do you take exceptions to the specifications? If so, by separate attachment, please state your exceptions.	Acknowledge
35	Federal IRS Form W-9	Bidder has attached IRS Form W-9.	Acknowledge

36 Consideration of Location of Bidders Principal Place of Business	<p>Section 271.9051 of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within 5 percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. Request must be submitted with bid package to be considered by the City of McKinney. Questions should be addressed to the Purchasing Department at 972-547-7580.</p> <p>The statutory language is as follows:</p> <p>§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.</p> <p>(a) This section applies only to a municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.</p> <p>(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:</p> <p>(1) the lowest bidder; or</p> <p>(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.</p> <p>(c) This section does not prohibit a municipality from rejecting all bids.</p> <p>(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.</p> <p>Added by Acts 2005, 79th Leg., ch. 1205, § 1, eff. Sept. 1, 2005</p>	Acknowledge
37 Number of Years in Business	Enter the number of years your company has been in business.	22
38 Bidder Acknowledgement	<p>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</p>	Acknowledge

extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.

- | | | |
|-----------------------------------|--|-------------|
| 39 Insurance | I understand that the insurance requirements of this solicitation are required (please see the attached insurance requirements) and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. | Acknowledge |
| 40 STATE OF TEXAS HOUSE BILL 1295 | <p>Effective January 1, 2016, the State of Texas enacted House Bill 1295, an ethics law which applies to contracts of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. This law states that a governmental entity or state agency may enter into a contract with a business entity upon completion of Form 1295. To obtain this form, please refer to:</p> <p>https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm</p> | Acknowledge |
| 41 Digital Signature | <p>The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.</p> <p>The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.</p> <p>By entering your name in the field provided you are accepting the terms of this bid. You agree that your typed name will serve as your electronic digital signature.</p> | David Hunt |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Please specify the cost of towing	Price
	Item Notes: Specify if the your cost is all inclusive or per mile			
	Supplier Notes:			
2	1	EA	Please specify any hazardous waste fee, if any	\$0.00
	Item Notes:			
	Supplier Notes:			
3	1	EA	Please specify what the hourly rate will be for Bodywork Labor	\$38.00
	Item Notes:			
	Supplier Notes:			
4	1	EA	Please specify what the hourly rate will be for Paint Labor	\$38.00
	Item Notes:			
	Supplier Notes:			
5	1	EA	Please specify what the hourly rate will be for Mechanical Labor	\$95.00
	Item Notes:			
	Supplier Notes:			
6	1	EA	State discount from retail prices for OEM parts and supplies for Automobiles & Light-Duty Trucks, Class 1 & 2 to 10000 GVWR	5.00%
	Item Notes:			
	Supplier Notes:			
7	1	EA	State discount from retail prices for OEM parts and supplies for Medium-Duty Trucks, Class 3, 4, & 5 10,001 - 19,500 GVWR	5.00%
	Item Notes:			
	Supplier Notes:			
8	1	EA	State discount from retail prices for OEM parts and supplies for Trucks, Class 6, 19,501 - 26,000 GVWR	5.00%
	Item Notes:			

Supplier Notes:

9	1	EA	Please specify any other charges not specified in the line items relative to this solicitation.	Price
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Item Notes:

Supplier Notes:

Response Total:				\$171.00
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