

HARRIS COUNTY BID COVER SHEET

Job No. 04/0189

Date Due: **June 7, 2004**

DUE NO LATER THAN 2:00 P.M.

LOCAL TIME IN HOUSTON, TEXAS

*Bids received later than the date and time
above will not be considered.*

**BID FOR: Term Contract for Body Shop Repair for Harris County (For one year beginning
approximately August 1, 2004)**

OFFERORS NOTE!!

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples.

Please return bid in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".

RETURN BID TO:
HARRIS COUNTY PURCHASING AGENT
1001 PRESTON AVENUE, SUITE 670
HOUSTON, TEXAS 77002

For additional information, contact DeWight Dopslauf at (713) 755-4656.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Total Amount of Bid: \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone No. _____ FAX No. _____ e-mail _____

Print Name: _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

ACCEPTED BY: _____
HARRIS COUNTY JUDGE ROBERT ECKELS

Date: _____

DMD/ng
Revised 04/04

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Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**
Your company name, address, the total amount of the bid/proposal, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**
This page is the Table of Contents.
- 3. **General Requirements**
You should be familiar with all of the General Requirements.
- 4. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.
- 5. **Specifications**
This section contains the detailed description of the product/service sought by the County.
- 6. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.
- 7. **Attachments**
 - a. **Residence Certification/Tax Form**
Be sure to complete this form and return with packet.
 - b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - c. **Bid Check Return Authorization Form**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
 - d. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - e. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - f. **Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
 - g. **Financial Statement**
When this information is required, you must use this form.
 - h. **Reference Sheet**
When this information is required, you must use this sheet.
 - i. **HIPAA Requirements**
 - j. **Body Shop Sample Job**

GENERAL REQUIREMENTS FOR BIDS{PRIVATE }

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package.**

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, Community Supervision & Corrections Department Board, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require upcharges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

FLOPPY DISK

If offeror obtained the bid specifications on a floppy disk in order to prepare a response, ***the bid must be submitted in hard copy*** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then ***the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.***

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SCANNED OR RE-TYPED RESPONSE

If in its bid response, offeror either electronically scans, re-types, or in some way reproduces the County's published bid package, then in event of any conflict between the terms and provisions of the County's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by offeror, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

Revised 03/03

VENDORS OWING TAXES

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Tax Office website—www.hctax.net. Prior to submitting a bid, vendors are encouraged to visit the Tax Office website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after May 1, 2004.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Application

Should this contract apply to other governmental entities, references to “Harris County” and the “Harris County Commissioners Court” may apply to one or more of the following:

- “Harris County Flood Control District” governed by “Harris County Commissioners Court”
- “Harris County Hospital District” governed by its “Board of Managers”
- “Harris County Community Supervision and Corrections Department” governed by its Standing Committee for Probation Matters”
- “Greater Harris County 9-1-1 Emergency Network” governed by its “Board of Managers”

2. Bid Requirements

Each bidder should submit as a bid this entire ITB, completed where necessary, for example, the ITB cover sheet, the Price Sheets, Residence Certification, etc. Use the envelope provided with the ITB, or a comparable one, clearly indicating on the outside the Job Number, Job Description, and marked "SEALED BID". Harris County shall not be responsible for any effort or cost expended in the preparation of a response to this ITB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners Court.

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Harris County.

4. Payment

Harris County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Harris County or Harris County Hospital District, as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this ITB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Harris County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

Revised 12/98

SPECIFICATIONS

SCOPE

The intention of this Harris County Invitation to Bid (ITB) is to solicit bids for a term contract for body shop repairs, primarily for 2000-2004 Ford Crown Victorias, 2000-2004 Chevrolet Impalas and later model passenger cars, trucks and vans, as specified herein, and in the estimated quantities, for a period of one year beginning approximately August 1, 2004.

For information regarding the bid process, contact DeWight Dopslauf, Office of the Purchasing Agent, at (713) 755-4656, or, for technical information concerning the products and/or services described in this ITB, contact Ken James, Fleet Services at (713) 755-8661.

DESCRIPTION

The contractor shall perform body shop repairs/replacements to various passenger cars, trucks and vans, primarily 2000-2004 Ford Crown Victorias, 2000-2004 Chevrolet Impalas and later. Services shall include spot painting, complete, full body painting and restoration, mechanical rebuilding, and frame straightening. Labor calculations for the tasks required for the unit repaired shall be \$/Hr as quoted in the Pricing/Delivery Information sheet of this ITB times the labor hours allowed by the Latest "Motor's Crash Estimating Guide" (MCEG). Parts calculations for the tasks required for the unit repaired shall be as per the latest official Manufacturers Factory Price List less the discount as quoted in the Pricing/Delivery Information sheet of this ITB. Harris County reserves the right to accept like kind quality (LKQ) part substitutions when authorized by a Harris County representative.

Bidder is to quote on the Pricing/Delivery Information sheet, the hourly labor billing rate (\$/UM) for paint and body (pb) labor, mechanical (m) labor, paint and paint materials (pm), and frame (f) labor, as well as a plus (+, -) percent to be applied to the official "Manufacturers Factory Price List". For "Rebuilt, Aftermarket, Used and Sublet Parts", bidder is to quote on the Pricing/Delivery Information sheet a cost-plus (+). Further, these same hourly rates and percentages (Factory Parts Price List Only) are to be applied to the "Bidder Price" columns of the Attachment j., Body Shop Sample Job, of this ITB and extended to show the "Total Bid" price of both parts and labor. **Do not use "Rebuilt, Aftermarket, Used, Sublet Parts" percentage for the completion of Attachment j.** Materials required for painting, such as thinners, reducers, rags, sanding products, body fillers and all other applicable materials, shall be included on the paint and paint materials (pm) line of the "Total Bid" column. **Bidder must complete all boxes not shaded from the Parts Factory List \$ column to the Total bid column on Attachment j.** Lowest bid will be determined by the pricing submitted on Attachment j.

Previous contract usage indicates an average of eight to ten units per week requiring service. Since the majority of the units to be repaired are police vehicles, it is to be understood that minimum downtime is of utmost importance. Therefore, the bidder's ability, as perceived by Harris County, to perform the work required on a timely basis will be an important consideration for award of contract. Harris County may make multiple awards and place the units to be repaired with contractors on a case-by-case basis dependent upon expected time to complete service as well as quoted cost. A Harris County representative, in the furtherance of that assessment, may inspect bidders' facilities at any time.

CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

The contractor shall provide within 48 hours, after receiving the vehicle, a copy of the initial (before work begins) automated estimate and within 48 hours after the completion of repair a copy of the final automated estimate to Harris County Fleet Services (HCFS). The automated estimate shall include cost

of parts that serve to restore the vehicle to its pre-loss condition relative to safety, function and appearance. If the prices are based on other than new original equipment manufacturer parts, those parts will be clearly identified on the estimate (e.g., new, non OEM, recycled, rebuilt, remanufactured, etc.) as well as items that will improve the betterment and appearance of the vehicle. Contractor must take and retain “four corner” photographs and any additional photographs needed to document the before and competed repairs. If the vehicle is determined to be a loss beyond economically justifiable repair, the contractor must notify HCFS immediately.

The contractor must meet the following minimum requirements:

1. Facility Equipment and Requirements – The following must be onsite to perform repairs: (a) unibody equipment for unibody structural diagnosis and repair(s), (b) lifts to elevate the vehicle to determine underbody damage, diagnosis and repairs, (c) four point anchoring system capable of holding the vehicle in a stationary position during structural and body pulls (10 ton minimum), (d) equipment to remove and reinstall suspension, engines and other drive-train components, (e) equipment to evacuate and recharge air conditioning systems by certified personnel which meet all applicable federal, state and local requirements, (f) and one of the computerized estimating systems (ADP, Mitchell/Motor and or Pathways/CCC). The facility must utilize OEM type materials and procedures when installing glass and bonded panels.

The facility must provide storage free of charge for vehicle prior to and during repairs. The facility must have and maintain a Texas Hazardous Waste permit as well as an Air Quality Control permit.

2. Paint – The facility must utilize painting systems, methods and materials that are capable of producing an OEM type finish. The application systems and refinishing areas, which meet current applicable safety and environmental requirements, shall produce an original equipment manufacturer’s type of color and finish. Prior to painting the vehicle, the paint facility shall utilize material that will restore the vehicle’s pre-accident corrosion protection.
3. Personnel – Repair facility personnel must participate in I-CAR, ASE, factory or any other industry standard related training to their job functions and achieve certification within one year. Failure to achieve and maintain certification standards will be grounds for termination of the contract. HCFS reserves the right to obtain proof of certification(s) for facility personnel throughout the duration of this contract.

PRICING/DELIVERY INFORMATION

I. **Pricing Matrix:** Bidder should complete open boxes to right of double vertical lines.

Item	Description	UM	Bidder:	
			\$/UM	% (+/-) to Factory or Rebuilt /Remanufactured
1	Paint and Body Labor (pb) (Labor time as per MCEG)	hour	\$	
2	Mechanical Labor (m) (Labor time as per MCEG)	hour	\$	
3	Paint & Paint Materials (pm) (Include shop supplies)	hour	\$	
4	Frame Labor (f)	hour	\$	
5	Parts			
a.	Discount to Factory List Price (If no discount, show as 100%)	%		%
b.	Rebuilt, aftermarket, remanufactured, recycled, sublet, non OEM, LKQ (Cost +)	%		%
7	Environmental & Shop Charge (Show as set \$ amount)	\$	\$	
8	Vehicle pickup and delivery, from and to Harris County Fleet Services, 2505 Texas Ave., Houston			
a.	Towed vehicle	Round Trip	\$	
b.	Drivable vehicle	Round Trip	\$	

II. Pickup and delivery of vehicles will be from the following Harris County location.

Harris County Fleet Services (Downtown)
2505 Texas Avenue, Key Map 494S
Mileage from bidder's shop: _____

III. **Cash Discount:** Indicate cash discount available for payment of invoices, e.g., 2/15 means 2% discount off invoiced amount if paid within 15 days, 1/30 means 1% discount if paid within 30 days:

IV. **Renewal:** Harris County may request to renew the original contract, as amended from time to time, at the same terms, conditions, and pricing. Each renewal will be in one (1) year increments, not to exceed four (4) years.

Minimum Insurance Requirements

- The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Harris County.
- The County reserves the right to require additional insurance should it be deemed necessary.

- A. Workers' Compensation (with Waiver of subrogation to Harris County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee.

- B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Harris County shall be named as "additional insured" on commercial general liability policy.

- C. Automobile Liability Coverage:

\$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Harris County shall be named as "additional insured" on automobile policy.

Year: 2004, Make: Chevrolet, Model: Impala w/Police Pkg. VIN: 2G1WF52K149216822														
Itm #	DESCRIPTION		PARTS			LABOR								TOTAL BID
			FACTORY		BIDDER	MCEG TIME				BIDDER EXTENDED LABOR PRICE				
	MCEG Parts Group	Labor Type	Part Number	List \$	Price \$	Paint Hrs.	Body Hrs.	Mech. Hrs.	Misc. Hrs.	Paint \$	Body \$	Mech. \$	Misc. \$	Extended Parts & Labor \$
1	Air Conditioner: Condenser		88957444			Incl #5				Incl #5				
2	Air Conditioner: Recharge													
3	Cooling: Fan Assembly		88956883			Incl #5				Incl #5				
4	Cooling: Radiator		88957443			Incl #5				Incl #5				
5	Cooling: Radiator Support		10343345											
6	Fender: Fender, Rt. Front		88957104											
7	Fender: Wheelhouse, Rt.		12456452											
8	Front Bumper: Cover		12335505											
9	Front Bumper: Energy Absorber		10443609											
10	Front Bumper: Impact Bar		10443361			Incl #11				Incl #11				
11	Front Bumper: Molding		10308765			Incl #11				Incl #11				
12	Front Door, Rt. Front: Door Glass		10442272											
13	Front Door, Rt. Front: Door Shell		88952763											
14	Front Lamps: Headlamp Assy, Rt.		10349962			Incl #5				Incl #5				
15	Front Susp.: Alignment													
16	Front Susp.: Steering Knuckle		18061055											
17	Grille: Grille		10289769			Incl #25				Incl #25				
18	Hood & Compnts.: Hood		88894571											
19	Hood & Compnts.: Hood Hinges, Lft.		88899265											
20	Hood & Compnts.: Hood Hinges, Rt.		88899266											
21	Hood & Compnts.: Latch		10300232			Incl #5				Incl #5				
22	Rear Bumper: Cover		12335487											
23	Rear Bumper: Impact Bar		10289723											
24	Rear Door, Rt. Rear: Outer Panel		12455085											
25	Trunk Lid: Hinge Assy., Lft.		10342703											
26	Trunk Lid: Hinge Assy., Rt.		10342702											
27	Trunk Lid: Lid		88895853											
							Paint & Paint Materials (pm) for hrs (Total Paint Hours)							
							Pick-up & Delivery Charges							
							Environmental & Shop Charge (Total Cost)							
							Total Price							