

INVITATION FOR BIDS

CITY OF CONROE

**AUTOMOTIVE AND HEAVY TRUCK BODY REPAIR
SERVICES BID**



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

RESPONSES DUE SEPTEMBER 23, 2021 @2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids in duplicate for Automotive and Heavy Truck Body Repair Services Bid. The proposals shall be appropriately marked “**0923-2021 Automotive and Heavy Truck Body Repair Services Bid**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Proposals will be publicly opened and read on **Thursday September 23, 2021 at 2:00 p.m.** in the 1st Floor Council Chambers at City Hall (300 West Davis).

Specifications and bid documents may be reviewed and downloaded online at www.cityofconroe.org, Purchasing Department with instructions to download from Vendor Registry. Questions concerning this bid should be directed to Erik Metzger, Fleet Manager, Conroe Texas, (936-522-3832

No proposal may in any way qualify, modify, substitute or change any part of the specifications contained herein.

The City of Conroe reserves the right to reject any and all offers, award parts of bids and to waive informalities in submission of proposals. The City of Conroe also reserves the right to award this proposal to the lowest most qualified responsible bidder meeting all the specifications or to the bidder who provides goods or services at the best value for the City taking certain evaluation factors into consideration as set forth in the this proposal.

CC 8/27/21 & 8/31/21

CITY OF CONROE, TEXAS

CITY OF CONROE

1. General

Unless otherwise directed in the Notice to Bidders, submit proposals ***in duplicate*** on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked "**0923-2021 Automotive and Heavy Truck Body Repair Services Bid**". Prepare proposals in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. Term of Contract

This contract will commence upon issuance of Purchase Order and will expire one year from that date.

3. Renewals

Upon mutual agreement with the City of Conroe and the vendor, this contract may be renewed for five (5) additional one (1) year periods. Renewals shall be subject to all terms, conditions, requirements, and specifications as listed herein, unless noted and agreed to by both parties. Upon renewal, any request for price increases must be submitted to the Fleet Manager for approval.

4. Questions and Inquires:

Proposer's desiring further information or interpretation must request such information or interpretation from:

Erik Metzger, fleet Manager
P.O. Box 3066
Conroe, TX. 77305
Office: 936.522.3832

5. Submission of Bids:

Two (2) copies of each proposal shall be submitted to the address below by the time and date set fourth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: Thursday September 23, 2021 @ 2:00 PM

Mail: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis
Conroe, TX. 77301

6. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

Best Value Selection Criteria:

- | | |
|--|---------|
| a) Purchase price. | 30 Pts. |
| b) Meets all bid specifications. | 20 Pts. |
| c) Cities past history / experience with Contractor. | 20 Pts. |
| d) Bidders principle place of business (§271.095). | 15 Pts. |
| e) Best warranty offered. | 15 Pts. |

7. Bidders:

Bidders desiring Purchasing information or interpretation must request such information or interpretation from the Purchasing Department. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

8. Bid Evaluation and Award:

The bid award will be made on the basis of ***Texas Local Government Code Section 252.043***. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the ***best value*** to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

9. Communications:

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

10. Substitutions:

It is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

11. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

12. References:

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number. ***The low bidder may be required to furnish Performance and Payment Bonds depending on references, reputation and State Laws.***

13. Delivery of Proposals:

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

14. Corrections:

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

15. Materials and Services:

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

16. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

17. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

18. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

19. Insurance Requirements:

The Bidder shall procure and maintain, at its expense, during the term of this bid, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the bidders compliance with this section if required by the City.

20. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

21. Payment:

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

22. Proposal Agreement and Certification

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

CITY OF CONROE

AUTOMOTIVE AND HEAVY TRUCK BODY REPAIR SERVICES

SCOPE OF WORK

Bidders must perform body shop repairs/replacements to wrecked vehicles, either City owned or privately owned, that the City is required to repair as a result of an accident, including police package vehicles, cars, pick-up trucks, vans, utility vehicles, heavy cab and chassis and dump trucks. Not included are heavy equipment such as tractors, front-end loaders and etc.

Services should include, but are not limited to, spot painting, glass repair, complete and full body painting, restoration, mechanical rebuilding, frame straightening, and all materials required to repair and bring the vehicle back to its original state. All replacements must be OEM unless otherwise approved by the City of Conroe appraiser or Fleet Manager.

If a vehicle cannot be driven, a City of Conroe employee will contact the vendor to pick up the wrecked vehicle. Vendor must provide the wrecker service to pick up the wrecked vehicle and take it to their location at no additional charge to the City of Conroe, if the vehicle is located in Montgomery County. The City will not pay for storage fees.

Delivery of the repaired vehicle will be to the City of Conroe Fleet Maintenance Department, located at 401 Sgt. Ed Holcomb Blvd, Conroe Texas, 77305. After delivery, the vehicle will be examined by the City of Conroe Fleet Maintenance Department. After the City of Conroe Fleet Maintenance Department approves all repairs as complete, invoices may be submitted and payment made to the vendor.

The awarded vendor will be responsible for the vehicle from the point of hook up until final delivery back to the City of Conroe after the repairs are made.

All wrecked vehicles will be appraised by an independent appraiser working on behalf of the City of Conroe. At no time should a vendor repair a vehicle prior to authorization from the City of Conroe Fleet Maintenance Manager and the City of Conroe independent appraiser.

Should any damages be found after the original appraisal, the additional damage should not be repaired until approval is given by the City of Conroe Fleet Maintenance Manager and the City of Conroe independent appraiser.

If for any reason the vendor cannot make the repairs to the vehicle in a timely manner, the vendor must tow the vehicle to an alternate repair facility, previously approved by the City of Conroe, at no expense to the City of Conroe.

The vendor will pay all transportation costs and assume all risk of loss.

The bid price shall be full compensation for all materials, labor, tools, equipment and incidentals necessary to complete the work.

CITY OF CONROE

AUTOMOTIVE AND HEAVY TRUCK BODY REPAIR SERVICES

PRICING

Bid 1. – Light Vehicle Body Repair:

ITEM	DESCRIPTION	BID PRICE
1.	Paint Labor	\$ _____ Per Hour
2.	Body Labor	\$ _____ Per Hour
3.	Mechanical Labor	\$ _____ Per Hour
4.	Electrical Labor	\$ _____ Per Hour
5.	Paint Materials	\$ _____ Per Hour
6.	Frame Labor	\$ _____ Per Hour
7.	Environmental & Shop Charge	\$ _____
		<u>Flat Rate per Vehicle</u>
	Grand Total Items 1-7	\$ _____
8.	Parts Discount (OEM)	_____ %

Note: Any Deviation from OEM Parts must be pre-approved by the City of Conroe Fleet Maintenance Department.

Option 1: On certain occasions the City of Conroe will require an independent appraisal for a damaged vehicle that will not be repaired by your facility. What is the charge for appraising a vehicle that you will not be required to repair?

\$ _____ per vehicle appraisal (no repairs required)

WARRANTY: (Please describe)

Does your company have the ability to straighten the frame of a car or light truck? If so describe your equipment.

Company Name: _____

CITY OF CONROE

AUTOMOTIVE AND HEAVY TRUCK BODY REPAIR SERVICES

PRICING

Bid 2. – Heavy Truck Body Repair:

ITEM	DESCRIPTION	BID PRICE
1.	Paint Labor	\$ _____ Per Hour
2.	Body Labor	\$ _____ Per Hour
3.	Mechanical Labor	\$ _____ Per Hour
4.	Electrical Labor	\$ _____ Per Hour
5.	Paint Materials	\$ _____ Per Hour
6.	Frame Labor	\$ _____ Per Hour
7.	Environmental & Shop Charge	\$ _____ <u>Flat Rate per Vehicle</u>
Grand total Items 1-7		
8.	Parts Discount (OEM)	_____ %

Note: Any Deviation from OEM Parts must be pre-approved by the City of Conroe Fleet Maintenance Department.

Option 1: On certain occasions the City of Conroe will require an independent appraisal for a damaged heavy truck that will not be repaired by your facility. What is the charge for appraising a vehicle that you will not be required to repair?

\$ _____ per vehicle appraisal (no repairs required)

WARRANTY: (Please describe)

Does your company have the ability to straighten the frame of a car or light truck? If so describe your equipment.

Company Name: _____

Submitted by:

Company Name: _____

Address: (mailing) _____

Address: (physical) _____

Telephone: _____

Contact Name: _____

E-mail Address: _____

Officers Signature: _____

If applicable, vendor acknowledges receipt of addendums: Please check and date

Addendum #1 _____ **Date:** _____

Addendum #2 _____ **Date:** _____

Addendum #3 _____ **Date:** _____

Addendum #4 _____ **Date:** _____

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

("Company or Business Name")
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath 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

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, *Kristina Colville*, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Dana Safety Supply
Company Name

Tahoe Equipment
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Kristina Colville
Purchasing Representative

3/3/21
Date