Fort Bend County Tabulation Bid 25-028 Term Contract for Auto and Body Repairs to Heavy Equipment and Commercial Vehicles

Term: through March 31, 2026

Recommended: Holt Truck Centers

| Auto and Body Service | Holt Truck Centers of Texas, LLC dba Holt Truck Centers Houston, TX | Corn's Collision Center, Inc. Hearne, TX |
|--|---|---|
| Paint and Body Labor, per hour | \$115.00 | \$85.00 |
| Mechanical Labor, per hour | \$210.00 | \$125.00 |
| Frame Labor, per hour | \$160.00 | \$105.00 |
| Parts Discount, percentage off list | 30% | 2% |
| Paint Materials, percentage off list | 30% | 0% |
| Environmental and Shop Charge Maximum | 10% of labor with \$200 cap | \$5.00 |
| Round Trip Wreck Fee, per unit | \$1,300.00 | \$1,800.00 |
| Total, based on formula used to determine overall lowest and best bid: | \$25,180.00 | \$30,241.00 |

^{*} Helfman Ford, Inc. withdrew bid

^{*} In-N-Out Collision Center - Disqualified due to incomplete bid pricing form.



COUNTY PURCHASING AGENT Fort Bend County, Texas

Vendor Information

Jaime Kovar Purchasing Agent

Office (281) 341-8640

| Legal Company Name (top line of W9) | HOLT TRUCK CENTERS | OF TEXAS, L | LC . | | | |
|--|--|----------------|--|-------------------------|--|--|
| Business Name (if different from legal name) | HOLT TRUCK CENTERS | 3 | | • | | |
| Type of Business | Corporation/LLC Sole Proprietor/Inc | dividual | Partnership Tax Exempt | Age in Business? | | |
| Federal ID # or S.S. # | 87-3895781 SAM.gov Unique Entity ID # F1YGDHSC3ZW5 | | | | | |
| SAM.gov CAGE / NCAGE | | | | | | |
| Publicly Traded Business | Yes Ticker Symbol | | | | | |
| Remittance Address | 7 | РО ВС | X 675311 | | | |
| City/State/Zip | * | DALLAS, TEX | XAS 75267-5311 | | | |
| Physical Address | | 8900 NORT | H LOOP EAST | | | |
| City/State/Zip | | HOUSTON, | TEXAS 77029 | | | |
| Phone Number | × | 713-6 | 574-3444 | | | |
| E-mail | JEREMY.ALLEN@HOLTTRUCKCENTERS.COM | | | | | |
| Contact Person | JEREMY ALLEN | | | | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterp SBE-Small Business Enterprise HUB-Texas Historically Underutilize WBE-Women's Business Enterprise | ed Business Co | ertification #ertification #ertification #ertification #ertification # | | | |
| Company's gross annual | <\$500,000 | \$500,000-\$4 | ,999,999 <u>. </u> | | | |
| receipts | \$5,000,000-\$16,999,999 Truck | \$17,000,000- | \$22,399,999 | >\$22,400,000 <u>Xx</u> | | |
| NAICs codes (Please enter all that apply) | 423110, 811111 | | | | | |
| Signature of Authorized Representative | Jungth | allen | | | | |
| Printed Name | U | Jerer | my Allen | 8 | | |
| Title | Sales Growth Coordinator | | | | | |
| Date | 1/15/2025 | | | | | |
| | | | | | | |

Fort Bend County, Texas Invitation for Bid



Term Contract for Auto and Body Repairs to Heavy Equipment and Commercial Vehicles Bid 25-028

SUBMIT BIDS TO:

Fort Bend County Purchasing Department Travis Annex 301 Jackson, Suite 201 Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, January 21, 2025 2:00 PM (Central)

LABEL ENVELOPE:

BID 25-028 AUTO & BODY REPAIRS TO HEAVY EQUIPMENT

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Brooke Lindemann
Contracts Manager

Brooke.Lindemann@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- > Submit response in accordance with requirements stated on the cover of this document.
- > DO NOT submit responses via email or fax.

Prepared: 12/19/24 Issued: 01/05/24

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them. Do not re-state or note any of Fort Bend County's terms and conditions. Vendors may provide questions regarding the bid document as stated in Section 1.7. Fort Bend County will not accept altered terms and conditions.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend 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.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

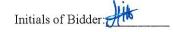
If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's Excel tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. <u>Late bids will not be accepted</u>. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: 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, Fort Bend County's interpretation shall govern.

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Brooke Lindemann, Contracts Manager, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@fortbendcountytx.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will ONLY be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is Tuesday, January 14, 2025 at 9:00 AM (CST). Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, 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.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 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.
- 1.11 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. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be



furnished upon written request to the Fort Bend County Purchasing Department.

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), 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. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. 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, 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, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 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.
- 1.16 Supplemental Materials: Bidders 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 bidder 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.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any



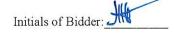
bid applying thereto.

- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend 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. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Vendors bidding "or equal" items are required to provide manufacturer's specifications of both, the specified item and the "equal to" item, and documentation proving equality. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 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 up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder 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.
- 1.20 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 Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. 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 Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend 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 a bidder 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.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01,



et seq., Business & Commerce Code, 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 bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend 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.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort.Bend County until Fort Bend 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. Bidders are advised to consult the using department for



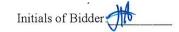
- instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. 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 Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend 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 Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend 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. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort

Bend County Purchasing Agent during the annual renewal discussions or upon expiration of the 12 month term. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. Increase requests of more than 25% of the original bid price will not be considered.

1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a



breach and Seller shall not have the right to substitute a conforming tender.

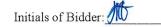
2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be



- reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions; the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.



- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.



- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide labor, materials, facility and new OEM parts for heavy equipment and commercial vehicle auto and body repairs to damaged, Fort Bend County owned, commercial vehicles, as specified herein.



4.0 TERM OF CONTRACT:

The term of this contract is **for the time period through March 31, 2026**, renewable annually for four (4) years (through March, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm.

5.2 On-line instructions:

- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: <u>B25-028</u>.
- 5.2.3 Description is the title of the solicitation: <u>Auto & Body Repairs to Heavy Equipment & Commercial Vehicles.</u>
- Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.



7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 INSURANCE:

- 9.1 All respondents shall submit, with Bid document, a <u>current</u> certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with Bid document, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract.
- 9.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 9.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 9.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.



- 9.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 9.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 9.2.5 Garage Keepers Liability Insurance.
- 9.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage on a primary and noncontributory basis to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 9.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 9.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 9.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 9.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

10.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

10.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of

each matter.

- 10.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 10.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 10.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 10.7 Loss Deduction Clause Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

11.0 REFERENCES:

Bidders must submit, with bid, a minimum of three (3) references from entities/companies with whom they have contracted with within 2023 and 2024. Include the representative's name which can be contacted, telephone number, mailing and email address.

Initials of Bidder:

12.0 SPECIFICATIONS AND REQUIREMENTS:

- 12.1 Bidder must perform body shop repairs/replacements/painting to wrecked Freightliner, Mack and Kenworth dump trucks, semi-tractor trucks and any other County commercial vehicles not listed within fifteen (15) business days unless other arrangements are approved by County.
- 12.2 Services include spot painting, full body painting, restoration, mechanical rebuilding, and frame straightening.
- 12.3 Bidder is to complete the pricing matrix below; the hourly labor billing rate for painting, body, frame, mechanical labor, alignment, corrosion protection, paint and paint materials, as a plus or minus percent to be applied to the parts discount column.
 - Materials required for painting, such as thinners, reducers, rags, exterior vehicle covers, sanding products, body fillers and all other applicable materials, shall be included on the paint materials line.
- Previous usage indicates an average of four (4) units per month requiring service.

 The majority of the units being repaired are commercial vehicles, minimum downtime is of utmost importance.
- 12.5 Awarded Vendor's facility may be inspected at any time by a Fort Bend County representative.
- Pick-up and delivery of vehicles will be from the Fort Bend County Maintenance Facility at 201 Payne Lane, Richmond, TX 77469 or 1004 Blume Road, Rosenberg, TX 77471. In the event the FBC Road and Bridge or Drainage Department cannot deliver the equipment or vehicle to the vendor, the commercial vehicles must be towed, not driven to the awarded vendor's site. The Awarded Vendor is responsible for scheduling, paying the wrecker service if applicable, and invoicing the County at the designated price submitted in Section 14.0.

13.0 AWARD:

This contract will be awarded to the overall lowest bidder meeting specifications.

14.0 BID PRICING:

Vendors are to complete the below bid pricing. Revisions made to specifications by vendors are not acceptable, and vendor/s may be disqualified if revisions are included with their bid response.



16.0 VENDOR STATUS:

The awarded vendor is required to hold an <u>active</u> status on the SAM.gov website https://sam.gov/content/home along with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/.

17.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission along with any other documentation as stated herein:

- 17.1 Vendor Form
- 17.2 W9 Form
- 17.3 Tax Form/Debt/Residence Certification
- 17.4 Proof of Insurance as stated herein

Initials of Bidder:

Contract Sheet Bid 25-028

THE STATE OF TEXAS COUNTY OF FORT BEND

| This memorandum of agreement made an | d entered into o | n the <u>11</u> da | y of | March | , 20 | 25_, |
|---|--------------------|--------------------|-------------|-----------------|---------------|---------------------------------------|
| by and between Fort Bend County in the | ne State of Te | kas (hereinafter | designate | ed County), | acting. | herein |
| by County Judge KP George, by virtue Holt Truck Centers of Texas, LLC | | | | Commissione | 1 | |
| (company na | ame) | | _ ` | C | | , , , , , , , , , , , , , , , , , , , |
| WITNESSETH: | | · | | | | |
| The Contractor and the County agree that | the bid and sp | ecifications for | Auto and | l Body Rep | airs to | Heavy |
| Equipment and Commercial Vehicles wi | hich are hereto | attached and m | ade a par | hereof, tog | ether wi | th this |
| instrument and the bond (when required) s | shall constitute t | he full agreem | ent and co | ontract between | en parti | es and |
| for furnishing the items set out and descri | ibed; the County | agrees to pay | the price | s stipulated | in the ac | cepted |
| bid. | | | | | | |
| It is further agreed that this contract shall and a purchase order authorizing the item | | | ive until s | igned by the | e parties | hereto |
| | a desired mas of | on issued. | | | £ | |
| Executed at Richmond, Texas this12 | day of | March | | | _20 <u>25</u> | |
| | | | | Fort Bend | County, | Texas |
| I | ву: | Upporge | , | | × - | |
| | \wedge | | | County Jud | ge, KP (| George |
| I | Ву: | my & all | un | Signature | of Cont | ractor |
| I | sy: Jeremy A | llen, Sales (| Growth C | Coordinato | or | |

Printed Name and Title

Form (Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

| Befor | e you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below. | | | | | | | | |
|--|---|--------------------|--------------|-----------|---|--|---------------------|----------------------|--|
| | 1 Name of antity/inclvidual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner entity's name on line 2.) | name (| on IIn | e 1, s | and o | enter th | e busine | ess/disr | egarded |
| | Holt Truck Centers of Texas LLC | | | | | | | | |
| | 2 Business name/disregarded entity name, if different from above. | | | | | | | | |
| Print or type. See Specific Instructions on page 3. | Sa Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership Trust/estate | | | | Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | | | |
| 0 | ✓ LLC. Enter the tex classification (C = C corporation, S = S corporation, P = Partnership) | | | | | ot pavee | code (if | fany) | |
| Print or type, c Instructions | Note: Check the "CLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. | | | | | Exemption from Foreign Account Tax Compilance Act (FATCA) reporting | | | |
| ining First | Other (see instructions) | | | ·C | oda (| (if any) | | | |
| P Specific | 3b if on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax class and you are providing this form to a partnership, trust, or estate in which you have an ownership interestins box if you have any foreign partners, owners, or beneficiaries. See instructions | t, checl | ķ' |] | | | account he Unite | | |
| 96 | 5 Address (number, street, and apt. or sulte no.). See instructions. Heq | ester's | nam | e and | ado | iress (o) | otional) | (4.3) | grane donoreo assino, e a |
| ζ, | 5665 SE Loop 410 | | | | | | | | |
| | 6 City, state, and ZIP code | | | | | | | | |
| | San Antonio, TX 78222 | | منسيا | | | | | | والمساورة والمساورة |
| | 7 List account number(s) here (optional) | | | | | | | | |
| | Taxpayer Identification Number (TIN) | | | | | | | | |
| | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid | Soc | cial s | ecur | ity n | umber | | | |
| reside | p withholding. For individuals, this is generally your social security number (SSN). However, for a int alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other | | | | - | | | | |
| entitle TIN, la | s, it is your employer identification number (EIN). If you do not have a number, see How to get a | or . | | اوبسيويها | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | and bear | | المورزي والمحاصون والمحاصو |
| | | Em | ploy | er id | r identification number | | | | |
| | If the account is in more than one name, see the instructions for line 1. See also What Name and er To Give the Requester for guidelines on whose number to enter. | , 8 | 7 | _ [| 3 | 8 9 | 5 | 7 8 | 1 |
| Ear | Certification | | | h | | laria media inci | u farioundan | inain descriptor | |
| Unde | penalties of perjury, I certify that: | | | | ···· | ************ | | | |
| 2. I ar Ser | number shown on this form is my correct taxpayer identification number (or I am waiting for a number such a number to backup withholding because (a) I am exempt from backup withholding, or (b) I have (iRS) that I am subject to backup withholding as a result of a failure to report all interest or dividence subject to backup withholding; and | e not b | een | noti | ied | by the | Interna | | |
| 3. l ar | n a U.S. citizen or other U.S. person (defined below); and | | | | | | | | |
| 4. The | FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is | orrect, | | | | | | | |
| becau | ication instructions. You must cross out Item 2 above if you have been notified by the IRS that you a se you have falled to report all interest and dividends on your tax return. For real estate transactions, i sition or abandonment of secured property, cancellation of debt, contributions to an individual retirement than interest and dividends, you are notifieduized to sign the certification, but you must provide your c | em 2 d nt arrai | loes ngen | not a | ipply (IRA | y, For n), and, | nortgag genera | je inter Ily, pav | est paid, ments |
| Sign Here | | 46) 20. |)(| | 2.4 | ł | | | |
| | Now the Sheep | odolaci i | ha th | lei foi | rimi | à tiaisi | then in | h onti | vile |

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An Individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Job No.: **RFO B25-028**

TAX FORM/DEBT/ RESIDENCE CERTIFICATION (for Advertised Projects)

| Taxpa | ıyer Id | entification Number (T.I.N.) | 87-3895781 |
|--------|---|--|--|
| | | ame submitting Bid/Proposa | , and the state of |
| Mailir | na Ada | dress: 5665 South East | Loop 410 # 211 |
| | | | |
| Are y | ou regi | istered to do business in the | State of Texas? Yes No |
| | | n individual, list the names and me(s) under which you opera | nd addresses of any partnership of which you are a general partner or any ate your business |
| I. | nam | | erty in Fort Bend County owned by you or above partnerships as well as any d/b/a all property as well as mineral interest accounts. (Use a second sheet of paper if |
| Fort E | Bend C | ounty Tax Acct. No.* | Property address or location** |
| | • | | |
| | | | |
| • | | ¢. | • |
| ** Fo | or real dress v y be st <u>For</u> t | ! property, specify the prop where the property is locate tored at a warehouse or othe | ou owe any debts to Fort Bend County (taxes on properties listed in I above, |
| | | Yes ✔ No If yes, a | attach a separate page explaining the debt |
| ПІ. | requ | ests Residence Certification | uant to Texas Government Code §2252.001 <i>et seq.</i> , as amended, Fort Bend County . §2252.001 <i>et seq.</i> of the Government Code provides some restrictions on the cts; pertinent provisions of §2252.001 are stated below: |
| | (3) | "Nonresident bidder" refers | s to a person who is not a resident. |
| | (4) | | o a person whose principal place of business is in this state, including a stee parent company or majority owner has its principal place of business in |
| | V | I certify that Holt Truck C "[Comp. \$2252,001. | is a Resident Bidder of Texas as defined in Government Code any Name] |
| | | · | is a Nonresident Bidder as defined in Government Code ny Name] |
| • | | | ny Name] al place of business is [City and State] |

References

WM Dewey & Sons Inc 1101 McCarty

Houston, Texas

Eduardo Suarez

713-705-2186

Hiland Dairy

900 East Semands

Conroe, Texas

Steve Newsome

713-560-4575

M&R Fleet

1301 Century Blvd

Houston, Texas

Shannon Williams

409-692-5836

| Service | Bid Price |
|--|----------------------------------|
| Paint and Body Labor per hour: | \$ 115.00 |
| Mechanical Labor per hour: | \$ 210.00 |
| Frame Labor per hour: | \$ 160.00 |
| Parts Discount percentage off list: | % 30 |
| Paint Materials percentage off list: | % 30 |
| Environmental/Hazardous Waste and/or Shop Charge per Vehicle: | \$ 10% of labor with a \$200 cap |
| Round Trip Wrecker fee per unit: | \$ 1300 |

15.0 FORMULA:

The following formula will be used to determine the lowest and best bidder for this contract. Quantities are estimates only.

| Paint and body labor \$_115.00 per hour x 20 hours = | \$_ | 2300.00 |
|---|-----|--------------------------------------|
| Mechanical labor \$_210.00 per hour x 15 hours = | \$_ | 3150.00 |
| Frame labor \$ 160.00 per hour x 6 hours = | \$_ | 960.00 |
| Environmental/Hazardous Waste and/or Shop Charge per Vehicle \$_ | | X |
| 10 each = | \$_ | 200.00 hits the cap in this example. |
| Round trip wrecker fee \$_1300X 4 each = | \$_ | 5200.00 |
| Parts discount (cannot be a range, must be one percentage) %30 | | _ X |
| $$15,700 = $4710.00 \over (amount to subtract)$. $$15,700 - $4710.00 \over (amount to subtract)$ | \$_ | 10990.00 |
| Paint materials discount (cannot be a range, must be one percentage) | % | 30 X |
| \$3,400 = \$1020.00 (amount to subtract) $$3,400 - 1020.00 (amount to subtract) | \$_ | 2380.00 |
| TOTAL: | \$ | 25180.00 |

Initials of Bidder:

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

| | | | | | 1 of 1 |
|---|---|--|-----------------------------------|------------------------------------|--------------------------|
| | 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. | | | OFFICE USE | |
| 1 | Name of business entity filing form, and the city, state and count of business. Holt Truck Centers of Texas, LLC dba Holt Truck Centers San Antonio, TX United States | Certificate Number: 2025-1275743 Date Filed: 02/28/2025 Date Acknowledged: | | | |
| 2 | Name of governmental entity or state agency that is a party to th being filed. Fort Bend County | | | | |
| 3 | Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide B25-028 Auto & Body Repairs to Heavy Equipment & Commercial Veh | ded under the contract. | ack or identify th | 03/11/2025 ne contract, and pro | vide a |
| 4 | Name of Interested Party | City, State, Country (| place of busines | | f interest oplicable) |
| Н | olt Group | San Antonio, TX U | nited States | X | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 5 | Check only if there is NO Interested Party. | | | | |
| 6 | UNSWORN DECLARATION | | | | |
| | My name is | , ; | and my date of bir | rth is | · |
| | My address is(street) | (city) | ,,(state | e) (zip code) | (country) |
| | I declare under penalty of perjury that the foregoing is true and correct | ct. | | | |
| | Executed inCounty | y, State of | , on the | day of(month) | |
| | | | | (monut) | (yeai) |
| | | Signature of authorize | ed agent of contra (Declarant) | acting business entity | |