

RESOLUTION NO. 2024-01-003 R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE AWARD OF A FIXED PRICE CONTRACT TO SONIC RICHARDSON F, LLC dba NORTH CENTRAL FORD OF RICHARDSON, TEXAS FOR FORD OEM PARTS AND SERVICE

WHEREAS, the City Council of the City of McKinney, Texas, has determined the need for Ford OEM parts and service on an as needed basis and,

WHEREAS, the City has received a best value bid from Sonic Richardson F, LLC dba North Central Ford of Richardson, Texas for Ford OEM parts and service.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas hereby accepts the bid from Sonic Richardson F, LLC dba North Central Ford for Ford OEM parts and service to be used on an as needed basis. This best value bid, when duly accepted by the City Council of the City of McKinney, shall constitute a fixed price contract equally binding between the successful bidder and the City of McKinney.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 2nd DAY OF JANUARY, 2024.

CITY OF MCKINNEY, TEXAS



GEORGE C. FULLER, Mayor
CHARLIE PHILIPS, Mayor Pro Tem

ATTEST:



EMPRESS DRANE, City Secretary
TENITRUS BETHEL, Deputy City Secretary

APPROVED AS TO FORM:



MARK S. HOUSER, City Attorney



24-11FP

**NORTH CENTRAL FORD
Supplier Response**

Event Information

Number: 24-11FP
Title: Ford OEM Parts and Service
Type: Invitation To Bid
Issue Date: 11/26/2023
Deadline: 12/14/2023 02:00 PM (CT)
Notes: The City of McKinney is accepting sealed bids toward establishing an annual fixed price contract for Ford OEM Parts and Service.

Contact Information

Contact: Juanita Roberts
Address: Procurement Services
1550 S. College Street
Building D
McKinney, TX 75069
Phone: 972 (547) 7580
Fax: 972 (547) 7585
Email: jroberts@mckinneytexas.org

NORTH CENTRAL FORD Information

Address: 1819 NORTH CENTRAL EXPY
RICHARDSON, TX 75080
Phone: (972) 231-3491
Fax: (972) 680-4690
Web Address: NORTHCENTRALFORD.COM

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

Gary Davis
Signature

gary.davis@northcentralford.com
Email

Submitted at 12/11/2023 03:40:02 PM (CT)

Supplier Note

North Central Ford has been very appreciative of the opportunity to work with the City of McKinney and has greatly enjoyed providing Ford OEM parts and service over the past few years. We are hopeful that we will be able to continue our mutually beneficial relationship and we are looking forward to serving the City of McKinney in the future.

Requested Attachments

References

Provide Reference following the guidelines listed in the "References" Attribute.

North Central Ford Parts and Service References.docx

Federal IRS Form W-9

Federal IRS Form W-9 Respondent has attached IRS Form W-9.

NCF W9.pdf

Local Presence

McKinney Local Presence

No response

Bid Attributes

1 General Terms & Conditions of Bidding

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

I. BIDDING

A. BIDS – The City encourages all responses to be submitted electronically on the City's eBid system. However, the City will also accept paper bids, if received by the due date and time at the location specified in the legal notice. Paper bids submitted to the office of the Procurement Services Manager shall be a minimum of one (1) original which shall be submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on CD, DVD or USB.

B. AUTHORIZED SIGNATURES – The bid must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. LATE BIDS – Bids must be submitted electronically via the eBid system or in the office of the City Procurement Services Manager before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive bids.

D. WITHDRAWAL OF BIDS PRIOR TO BID OPENING – A bid may be withdrawn before the opening date by submitting a written request to the Procurement Services Manager. If time allows and the bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. The City of McKinney reserves the right to withdraw a request for bids before the opening date.

E. WITHDRAWAL OF BIDS AFTER BID OPENING – Bidder agrees that offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. BID AMOUNTS – Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

G. EXCEPTIONS AND/OR SUBSTITUTIONS – As a matter of practice, the City of McKinney rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the City. Vendors taking exception to the specifications and plans, or offering substitutions, shall clearly state these exceptions in the submitted response. If bid is made on an article other than the one specified, which bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall hold the vendor responsible to perform in strict accordance with the specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

W. WAIVER OF CLAIMS- Each Offeror by submission of a response to this solicitation waives any claims it has or may have against the City and the City’s Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the solicitation process, the solicitation evaluation, and the critique and selection of qualified Respondents. Submission of a response indicates the Offeror’s and Respondent’s acceptance of the evaluation technique set out in this solicitation. In this regard, Respondent acknowledges that the selection process and evaluations of proposals submitted constitute public information under Texas law and Respondent waives any claim it has or may have regarding any information contained in or derived from such evaluations.

II. PERFORMANCE

A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

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

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

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

E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on City of McKinney purchase order, as

necessary to perform contract shall be included in the bid price.

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

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

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

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

J. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

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

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

III. PURCHASE ORDERS AND PAYMENT

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

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

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

IV. CONTRACT

A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by

the City, shall constitute a contract equally binding between the successful bidder and the City of McKinney.

B. CONTRACT AGREEMENT – Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a one (1) year period and shall be automatically renewed annually for an additional two (2) one-year terms without the necessity of any action by the parties. Either party may elect not to renew this Contract by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

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

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

E. PRICE REDETERMINATION- A price redetermination may be considered by City of McKinney only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. City of McKinney reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the City. Price determination requests must be presented to the City of McKinney for consideration at least 90 days prior to the expiration or renewal of the current agreement.

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

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

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

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

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

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

L. ETHICAL BEHAVIOR - The City of McKinney requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.

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

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

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

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

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

R. ANTI-BOYCOTTING & ANTI-DISCRIMINATION - In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not boycott energy companies; and
- (b) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott energy companies and will not boycott energy companies during the term of this contract.

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; and (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not discriminate against firearm entity or firearm trade association and will not discriminate against any firearm entity or firearm trade association during the term of this contract. Notwithstanding the foregoing, such provision does not apply to a governmental entity that:

- (a) contracts with a sole-source provider; or
- (b) does not receive any bids from a company that is able to provide the required written verification.

Agree

2 Exceptions to Terms & Conditions

If Respondent takes exception to anything in the terms & conditions or specifications, they must be listed below. Supplement your list if required. If NO exceptions are taken write NONE in the blank line below.

No Exceptions

3 State of Texas Registration

All respondents shall be registered with the Texas Secretary of State. All responses received from entities without an active right to transact business will be considered non-responsive and rejected. Provide the File Number for your company's registration. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of a file number.

803712249

4 INSURANCE REQUIREMENTS GARAGE OPERATONS

A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The vendor shall furnish to the City of McKinney Procurement Services certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

24-11FP, Ford OEM Parts and Service
City of McKinney
ATTN: Juanita Roberts
P O Box 517
McKinney, TX 75070
jroberts@mckinneytexas.org

1. Commercial General Liability or Garage Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The general aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Garage Keepers Liability insurance covering the total value of vehicles that would be located on the vendor's premises or be in the care, custody and control of the vendor. Coverage must include collision and comprehensive coverage.

B. With reference to the foregoing required insurance, the vendor agrees to the following:

1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of McKinney, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days notice has been given to City of McKinney.

C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.

D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

Acknowledge

5 Minimum Specifications

Through this invitation to bid, the City of McKinney intends to establish a fixed price contract for the purchase of Ford OEM Parts and Services on an "as needed" basis. The pricing format of this bid secures an annual fixed price contract for Ford OEM parts and service that are regularly purchased by the City of McKinney.

BEST VALUE EVALUATION CRITERIA AND FACTORS – Award of contract shall be made to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors as follows:

75 POINTS - PURCHASE PRICE: The lowest price of all the proposals becomes the standard by which all prices are evaluated. One at a time, each proposal is evaluated by taking the lowest Base Proposal price and dividing it by the price of the proposal being evaluated. That fraction is then multiplied by the maximum point value multiplied by the weight of the price factor for the price score. For Example (Lowest Price/Current Proposal Price) x Maximum Point Value = Price Score, with a maximum of seventy five (75) points allowable for this category

22 POINTS - REPUTATION OF THE BIDDER AND BIDDER'S GOODS OR SERVICE: Verified through reference checks

3 POINTS - LOCAL PRESENCE

Contractor is required to be an authorized dealer to sell Ford OEM Parts and perform Certified Repairs.

Bids must be submitted electronically or on these forms to ensure complete uniformity of all bids. Bids may be rejected should they contain any omissions, alterations of wording, conditional clauses, or irregularities of any kind.

All questions for this bid must be submitted electronically via the "Questions" tab on the City's eBid system.

Acknowledge

6 Parts Delivery

Contractor is required to be an authorized dealer to sell Ford OEM Parts and perform Certified Repairs.

All items provided shall be in new, first-class condition, and packaged in containers suitable for damage-free transport and storage.

Delivery address: Fleet Maintenance 3501 N. Central Expressway McKinney, TX 75071 (Door A).

A. In-Stock Items: Awarded vendor shall deliver all in-stock parts within 24 hours after receipt of an order from the Fleet Parts Specialist. Any shipping costs in order to comply with the delivery schedule shall be borne solely by the vendor. The City of McKinney estimates that 90% of all orders placed will be in-stock items.

B. Special Orders: Awarded vendor shall deliver all special orders within 3 business days after receipt of an order from the Fleet Parts Specialist. Any shipping costs in order to comply with the delivery schedule shall be borne solely by the vendor. The City of McKinney estimates that 10% of all orders placed will be special orders.

All deliveries shall be made in accordance with good commercial practice and all delivery schedules shall be adhered to by the awarded vendor; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes clearly beyond the control of the vendor. In these cases, the vendor shall notify the City of McKinney of the delays in advance of the delivery time or date so that a revised delivery schedule can be appropriately considered by the City.

The City may at times pickup ordered parts from the awarded vendor.

Acknowledge

7 Vehicle Pickup

Awarded vendor shall pickup drivable vehicles at no additional charge no later than 1 (one) day after notification for repairs from the Fleet Maintenance Service Writer.

Pickup location: Fleet Maintenance 3501 N. Central Expressway, McKinney, Texas 75071

Acknowledge

8 Vehicle Delivery

Awarded vendor shall deliver vehicles at no additional charge no later than 1 (one) day after completed repairs.

Delivery location: Fleet Maintenance 3501 N. Central Expressway, McKinney, Texas 75071

Acknowledge

9 Fleet Invoices

All invoices shall reference the purchase order and the unit number.

Acknowledge

10 Federal IRS Form W-9

Bidder has attached IRS Form W-9.

Yes, W-9 attached.

11 Number of Years in Business

Enter the number of years your company has been in business.

12 Local Presence

This solicitation contains evaluation criteria for local presence. Points will be awarded to local businesses as specified in the evaluation criteria.

The McKinney Local Presence Application form can be downloaded from the Attachments Tab. Respondents submitting for this solicitation, who wish to be considered for this criteria, must submit the Local Presence Application with their submittal.

Acknowledge

1
3 **Interlocal Clause**

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

1
4 **References**

Respondents shall attach a list of at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. The following information shall be included: Company Name, Contact Person, Title, Address, e-mail, Phone Number.

List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. Include the following information.

- Company Name
- Contact Person
- Title
- Address
- E-mail
- Phone Number

Failure to provide this information in the response may result in the submission being deemed non-responsive. Responses submitted electronically shall be submitted in the "response attachments" section of this solicitation. Paper submissions shall contain all requested information in response.

Acknowledge

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5 **Disclosure of Interested Parties (Form 1295)**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial

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Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.

Please initial.

GRD

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7

Digital Signature

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

By entering your name in the field provided you are accepting the terms of this bid. You agree that your typed name will serve as your electronic digital signature.

Gary R. Davis

Bid Lines

1 State the percentage markup over the dealer's cost for parts.

Quantity: 75000 UOM: PERCENTAGE Total:

Manufacturer:

Item Notes: Part prices will be allowed to vary according to manufacturer price schedules; however, the percentage of the markup over cost shall remain the same.

Estimated annual parts expenditure - \$75,000.

To compute and evaluate the parts cost to the City, the bidder's percentage markup (Column B) will be multiplied by the estimated parts expenditure (Column A) to provide the total mark-up on the estimated parts expenditure (Column C). To determine the extended total cost for parts, Column A will be added to Column C to arrive at the extended total (Column D).

*Example Response for 10% markup over cost: $\$75,000 + (\$75,000 * .1) = \$82,500$*

COLUMN A	COLUMN B	COLUMN C	COLUMN D
ESTIMATED PARTS EXPENDITURE	MARKUP OVER COST %	ESTIMATED PARTS EXPENDITURE X MARKUP OVER COST % (A x B)	EXTENDED TOTAL (ADD A + C)
\$75,000	<u> </u> % <u> </u>	\$ <u> </u>	\$ <u> </u> <u> </u>

2 State the hourly labor rate for all service and/or repairs.

Quantity: 750 UOM: HOUR Price: Total:

Item Notes: There will be a variety of services requested and this labor rate shall apply to all requests.

Estimated annual labor hours - 750

To compute and evaluate the labor rate cost to the City, the bidder's labor rate (Column B) will be multiplied by the estimated labor hours (Column A) to provide the number for Column C, the extended total labor hours cost.

Example response for \$75 labor rate: 750 (\$75) = \$56,250

	COLUMN A	COLUMN B	COLUMN C
	ESTIMATED LABOR HOURS	LABOR RATE BID	TOTAL LABOR HOURS COST (ADD A x B)
	750	\$ ____/HR	\$ _____

Response Total: \$71,250.00