

# EXHIBIT

## "A"

### CITY OF ROUND ROCK AGREEMENT FOR AUTOMOTIVE REPAIR SERVICES WITH MAC HAIK FORD LINCOLN

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§  
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for automotive repair services, and for related goods and services, (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of May, 2015 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and MAC HAIK FORD LINCOLN, a Texas Corporation whose offices are located at 7201 S. IH-35 Georgetown, Texas 78626 (referred to herein as the "Services Provider").

#### RECITALS:

WHEREAS, City desires to purchase automotive repair services for City-owned vehicles, and to purchase goods and services related to said automotive repair services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Services Provider; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

#### 1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 15-015, Class/Item 928-00, dated February 2015 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or

amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

## **2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM**

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof. After that term, this Agreement may be renewed for two (2) successive twelve-month periods, under the same terms and conditions, only upon the express written agreement of both parties, and only provided that the Services Provider has performed each and every contractual obligation specified in this Agreement.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.



### **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Services Provider to supply the services as outlined in the IFB; and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

### **4.01 ITEMS AWARDED; AND SCOPE OF WORK**

**Items Awarded.** All bid items in Exhibit "A" are awarded to Services Provider.

**Scope of Work:** For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 15-015, Class/Item 928-00, dated February 2015). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

### **5.01 COSTS**

The costs for automotive services shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00) per year and shall be calculated as set forth in "Attachment A: Bid Sheet," page eleven (11) of Exhibit "A."

### **6.01 INVOICES**

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;

- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

#### **7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of City's bid, with the consent and agreement of the successful Services Provider and City. Such agreement shall be conclusively inferred for the services from lack of exception to this clause in the Services Provider's response. However, all parties hereby expressly agree that City is not an agent of, partner to, or representative of those outside agencies or entities and that City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

#### **8.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

#### **9.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or



- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

#### **10.01 GRATUITIES AND BRIBES**

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **11.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

#### **12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS**

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

#### **13.01 INSURANCE**

Services Provider shall meet all insurance requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response.

#### **14.01 CITY'S REPRESENTATIVE**

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Marshall Reynolds  
General Services Division, City of Round Rock  
212 Commerce Blvd.  
Round Rock, Texas 78664  
512-218-5571

#### **15.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

#### **16.01 DEFAULT**

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

#### **17.01 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.



B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### **18.01 INDEMNIFICATION**

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

#### **19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

#### **20.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

## **21.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Services Provider:**

Mac Haik Ford Lincoln  
7201 South IH-35  
Georgetown, TX 78626

### **Notice to City:**

Laurie Hadley, City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

## **22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **23.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.



#### **24.01 DISPUTE RESOLUTION**

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

#### **25.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **26.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**For City, Approved as to Form:**

By: Stephan L. Sheets  
Stephan L. Sheets, City Attorney

**Mac Haik Ford Lincoln**

By: Mac Haik Ford  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: 4-23-15





Mac Haik Response

Original



**ROUND ROCK, TEXAS**  
PURPOSE. PASSION. PROSPERITY.

**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street Round  
Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID (IFB)**

**AUTOMOTIVE REPAIR SERVICES**

**SOLICITATION NUMBER 15-015**

**February 2015**

**Exhibit "A"**

**CITY OF ROUND ROCK  
INVITATION FOR BID  
AUTOMOTIVE REPAIR SERVICES**

**PART I  
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "the City", seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein after "Respondent", to provide automotive repair services for the City's fleet of Ford vehicles. The City's fleet currently consists of approximately 350 Ford vehicles including trucks and Crown Victorias. The City's Vehicle Maintenance Department maintains all City vehicles and is seeking to establish an agreement with a Ford authorized repair facility to provide general, mechanical and electrical repairs to provide support to the maintenance of the City's Ford fleet.
2. **ATTACHMENTS:** Attachment A through B is herein made part of this request for information:
  - 2.1 **Attachment A:** Bid Sheet
  - 2.2 **Attachment C:** Reference Sheet
3. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Deborah Knutson, CPPB  
Purchaser  
Purchasing Department  
City of Round Rock  
Phone: 512-218-5456  
E-mail: [dknutson@roundrocktexas.gov](mailto:dknutson@roundrocktexas.gov)

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.
4. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - 4.1 The term of the initial Agreement shall begin from date of award and shall remain in full force and effective through April 30, 2018.
  - 4.2 The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
  - 4.3 The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
  - 4.4 If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.

**Exhibit "A"**



**PART II**  
**SPECIFICATIONS**

1. **SCOPE:** The City of Round Rock requests automotive repair services for the City's fleet of Ford vehicles. The Respondent shall be responsible for making general, mechanical and electrical repairs and shall be done in accordance with generally accepted repair techniques. Respondent shall maintain repair records and comply with all applicable Environmental Protection Agency (EPA) and Occupational Safety and Health Act (OSHA) requirements governing auto body repair.
2. **RESPONDENT REQUIREMENTS:** The City has established the following minimum requirements. Respondents who do not meet the minimum requirements will not be considered for award. The Respondent shall:
  - 2.1. Be a Ford authorized repair facility;
  - 2.2. Have adequate organization, financial capability, and personnel to ensure prompt and efficient service to the City;
  - 2.3. Provide all labor, supplies, materials, and equipment to satisfactorily perform the services as specified herein;
  - 2.4. Have all the relevant licenses and permits to operate as an automotive shop and comply with all local, state, and federal statutes;
  - 2.5. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **FACILITY REQUIREMENTS:** Respondent shall have a facility large enough to accommodate Respondent's current workload, the additional workload that results from award of this contract and to provide daily, year-round service regardless of weather conditions.
  - 3.1. All Police vehicles will be parked in secured areas at all times. Respondent shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on Respondent's property during business hours and overnight with Respondent's bid sheet (Attachment A).
  - 3.2. Respondent shall provide facility location on Respondent's bid sheet (Attachment A).
4. **EQUIPMENT REQUIREMENTS:** Respondent must have possession of all tools and equipment required to repair the City's Ford fleet. Respondent shall maintain sole responsibility for the maintenance and repair of Respondent's equipment, tools and all associated costs.
5. **PARTS AND MATERIALS:** Repair materials and parts shall be new unless alternative "after-market" or used parts were specifically approved by the City's designated representative. All Repair parts or materials used must be certified by their manufacturer as meeting Original Equipment Manufacturers' (OEM) specifications. When non-OEM parts are approved for use, such parts must be certified by the Certified Auto Parts Association (CAPA) and warranted by Respondent as being equal in kind and quality in terms of fit, performance and overall quality to the original manufacturer parts they are replacing. Respondent shall submit markup cost for parts on Respondent's bid sheet (Attachment A). Should Respondent provide a discount on parts, Respondent shall provide the discount off price on Respondent's bid sheet (Attachment A).

**Exhibit "A"**

6. **PERSONNEL REQUIREMENTS:** Respondent shall:
- 6.1. Provide trained, proficient, uniformed personnel, and ensure that all Respondent's employees shall perform services in a timely, professional, courteous and efficient manner;
  - 6.2. Have a trained work force adequate in numbers and experience to satisfactorily provide the services specified herein and shall be knowledgeable in the product lines and be able to assist with all service requests;
  - 6.3. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States;
  - 6.4. Take all measures necessary to ensure that all their employees comply with all rules and regulations of the City and all Federal, State and local rules, laws and regulations. The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations.
7. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform the services described herein.
8. **SERVICE REQUIREMENTS:** Respondent must quality-inspect all vehicles after completion of repairs for conformance to original manufacturer's standards and configuration before returning the vehicles to the City. All repair work shall not commence until Respondent has received a City issued purchase order number. The City will require Respondent to pick up vehicles requested for repair and within twenty four (24) hours provide a written estimate.
- 8.1. **Point of Contact:** Respondent shall provide the City with a designated and identified point of contact upon award of the contract, in order to ensure customer satisfaction and assist with any problems. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- The City's designated representative shall be:
- Marshall Reynolds**  
**Fleet Operations Manager**  
**Vehicle Maintenance**  
**Phone: 512-218-5571**  
**E-mail: [mreynolds@roundrocktexas.gov](mailto:mreynolds@roundrocktexas.gov)**
- 9.2. **Estimates:** In all cases, repairs shall only be authorized by, and compensated for to the extent as specified in a written Repair Estimate to be provided to the City's designated representative and/or designated City Vehicle Maintenance staff members which shall be identified at the post award meeting. Estimates shall include the Vehicle Identification Number (VIN) of each vehicle, an itemized list or description of work to be performed, the estimated number of hours to complete the repairs, an itemized list of parts with cost and the estimated labor to perform the repairs.
- 9.3. **Out of service time:** Out of service time due to repairs is important to the City, and Respondent shall agree to give priority to repair of the City's vehicles. An estimated completion time shall be furnished with each estimate. Upon Respondent's written request, the City may allow Respondent reasonable additional time to complete repairs for previously hidden damages or regional non-availability of repair parts. Respondent shall provide an average repair time on Respondent's bid sheet (Attachment A).
- 9.4. **Hidden Damages:** If during the course of repair, additional damages are found that were not included in the original estimate; the Respondent shall contact the City's Fleet Operations

## Exhibit "A"



Manager or designated vehicle maintenance staff member and provide a revision to the original estimate to obtain authorization for the additional repairs and/or parts needed.

- 9.5. **Testing and inspection:** The City reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications. Acceptance inspection and tests should not take more than five (5) working days. The Vendor will be notified within this time frame if the service performed is not in full compliance with the specifications. If any agreement or purchase order is cancelled for non-acceptance, the needed service may be purchased elsewhere and the Vendor may be charged full increase, if any, in cost and handling.

- 9.6. **Pickup and delivery of vehicles:** Respondent shall provide pickup and delivery services of the City's vehicles in need of repair. Respondent shall provide a firm fixed cost for the pickup and delivery of vehicles on the Respondent's bid sheet (Attachment A).

The pickup and delivery location:

City of Round Rock  
Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664

- 9.7. **Invoicing:** All invoicing must have a City issued purchase order number, Vehicle Identification Number (VIN), date of repair, and shall itemize labor and parts charges.

Invoice shall be submitted directly (or e-mailed) to:

City of Round Rock  
Attn: Accounts Payable  
221 East Main Street Round  
Rock, Texas 78664  
[apinvoices@roundrocktexas.gov](mailto:apinvoices@roundrocktexas.gov)

10. **PRICING:** Respondent shall determine a firm fixed flat rate fee for repairs and shall submit pricing on Respondent's bid sheet (Attachment A), which shall include Mechanical and Electrical work. Body work/repairs will not be included in this bid. All costs associated with shop supplies, environmental/disposal fees, incidental costs, overhead charges, travel, payroll expenses, equipment acquisition and maintenance, fuel and risk management or any other expenses shall be included in the bid price. Pricing shall not include federal or state sales, excise and use taxes.
11. **WARRANTY:** Respondent shall provide a warranty on all parts and labor and shall submit said warranties on Respondent's bid sheet (Attachment A).
12. **ADDITIONAL INFORMATION REQUESTED:**  
**Contract Information:** Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), Inter-local Agreement, or any other contractual resource.
13. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.

## Exhibit "A"



14. **SAFETY:** The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. Respondent shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Successful Respondent shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondent's obligations under this paragraph.
15. **ORDER QUANTITY:** Any quantities referenced on this solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

### **PART III**

#### **SCHEDULE AND RESPONSE INSTRUCTIONS**

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	February 27, 2015
Deadline for submission of questions	March 6, 2015 @ 5:00 PM, CST
City responses to questions or addendums	March 10, 2015 @ 5:00 PM, CST
Deadline for submission of responses	March 13, 2015 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.roundrocktexas.gov/bids>. Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted above to the Purchasing Department. Mail or hand deliver sealed responses to:

City of Round Rock  
Purchasing Department  
Attn: Deborah Knutson, CPPB  
Reference: IFB# 15-015  
221 E. Main Street  
Round Rock, Texas 78664-5299

- 3.1 Responses received after this time and date shall not be considered.

## **Exhibit "A"**

- 3.2 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 3.3 Facsimile or electronically transmitted responses are not acceptable.
- 3.4 Late responses will be returned to Respondent unopened if return address is provided.
- 3.5 Responses cannot be altered or amended after opening.
- 3.6 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7 The City will not be bound by any oral statement or offer made contrary to the written specifications.

Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

4. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 4.1 Purchase price;
- 4.2 Reputation of Respondent and of Respondent's goods and services;
- 4.3 Quality of the Respondent's goods and services;
- 4.4 The extent to which the goods and services meet the City's needs;
- 4.5 Respondent's past performance with the City;
- 4.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 4.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

5. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
6. **POST AWARD MEETING:** The City and Respondent may have a post award meeting to discuss, but not be limited to the following:
- 6.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 6.2 Provide City contact(s) information for implementation of agreement.
  - 6.3 Identify specific milestones, goals and strategies to meet objectives.

## Exhibit "A"



City of Round Rock  
Automotive Repair Services  
IFB No. 15-015  
Class/Item: 928-00  
February 2015

7. **PRICE INCREASE:** A price increase to the agreement may be considered at renewal time each year. The price increase shall be equal to the Consumer Price Index (CPI) for that year.

7.1 **Procedure to request increase:**

Mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request. Price increase request shall be sent to:

City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 East Main Street  
Round Rock, TX 78664-5299

Upon receipt of the request, the City reserves the right to either: accept the escalation and make changes to the purchase order within thirty (30) days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

8. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## Exhibit "A"



**PART IV**  
**RESPONSE REQUIREMENTS**

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and two (2) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response to this IFB; all costs associated with responding to this IFB will be solely at the interested party's expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB, if any is issued.

**For your bid to be responsive, all required items identified below shall be submitted with your proposal.**

**Attachment A:** Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

**Attachment B:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

**The following items shall be made available upon request by the City prior to award and the approval of any contract:**

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

**PART V** **CONFIDENTIALITY OF**  
**CONTENT**

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

**Exhibit "A"**

**PART VI**

**GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS**

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - 1.3 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 1.4 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 1.5 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 1.6 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

**Exhibit "A"**



City of Round Rock  
Automotive Repair Services  
IFB No. 15-015  
Class/Item: 928-00  
February 2015

**ATTACHMENT A: BID SHEET**  
**PURCHASING DEPARTMENT**  
221 E. Main Street • Round Rock, Texas 78664-5299

<b>SOLICITATION INFORMATION</b>	Solicitation Number: <b># 15-015</b>	<b>RESPONDENT INFORMATION</b>	Tax ID Number: <u>17606942377</u>
	Solicitation Name: <b>Automotive Repair Services</b>		Business Name: <u>Mac Haik Ford Lincoln</u>
	Opening Date: <b>March 13, 2015</b>		Address: <u>7201 S IH 35</u>
	Opening Time: <b>On or Before 3:00 PM CST</b>		Address: <u>Georgetown Texas 78626</u>
	Opening Location: <b>City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664</b>		Contact: <u>Duane Harris</u>
			Telephone: <u>512-930-3673</u>
			E-mail: <u>dharris@machaikflm.com</u>
			Website: <u>www.machaikfl.com</u>

<b>HOW DID YOU HEAR ABOUT THIS SOLICITATION?</b>	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input checked="" type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other			
--	---	--	--	--

<b>1st TIME RESPONDING TO THE CITY?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>ARE YOU REGISTERED WITH VENDOR CENTRAL?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No            Register at: <a href="http://roundrocktexas.gov/vendorcentral">roundrocktexas.gov/vendorcentral</a>
---	---	--	--

Item #	Description	Amount	Unit of Measure
1	<b>Labor Rate</b> (Mechanical and Electrical repairs)	<b>\$75.00</b>	Hour
2	<b>% Markup on Parts</b>	<b>8</b> %	
3	<b>% Discount on Parts</b>	%	
4	<b>Pickup &amp; Delivery Charge</b>	<b>\$ FREE</b>	

<b>ACKNOWLEDGEMENTS</b>	By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:	
	<ul style="list-style-type: none"> <li>That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.</li> <li>The respondent is not currently delinquent in the payment of any debt owed to the City.</li> </ul>	
	Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.	
	The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in <u>Part III, #11</u> of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Response shall include one (1) signed original and Two (2) copies of response.
	Duane Harris _____	03-04-15  _____
	Failure to sign response will disqualify response.	

**Exhibit "A"**



City of Round Rock  
Automotive Repair Services  
IFB No. 15-015  
Class/Item: 928-00  
February 2015

**ATTACHMENT A:  
BID SHEET – PART II**

**Business Name:** Mac Haik Ford Lincoln

**Ford authorized repair facility:** ☒ Yes ☐ No

**Repair Shop Location:** 7201 Kelly Drive Georgetown TX 78626

**Repair Facility Vehicle Security Plan description:**

All parking lot access is locked by a gate after hours and lots are patrolled by security guards

**Average repair time (turnaround time):** 1 to 2days depending on size of repair.

**Warranty on Parts:** 2years unlimited miles on OE and Motorcraft Parts

**Warranty on Labor:** 2years unlimited miles on OE and Motorcraft Parts

**Exhibit "A"**

**ATTACHMENT B: RESPONDENT'S  
REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** SOLICITATION 15-015

**RESPONDENT'S NAME:** Duane Harris

**DATE:** 03-04-15

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1.      Company's Name      Texas Department Of Transportation  
         Name of Contact      Weaver Jackson  
         Title of Contact      Purchasing Coordinator  
         E-Mail Address      Weaver.jackson@txdot.gov  
         Present Address      4615 NW Loop 410  
         City, State, Zip Code      San Antonio, TX, 78229  
         Telephone Number      (512) 486-5432      Fax Number: \_\_\_\_\_
  
2.      Company's Name      City of Austin  
         Name of Contact      Bob Baldwin  
         Title of Contact      Service Center Supervisor  
         E-Mail Address      Robert.Baldwin@austintexas.gov  
         Present Address      714 E. 8<sup>TH</sup> Street  
         City, State, Zip Code      Austin TX 78701  
         Telephone Number      (512)974-1804      Fax Number: (512)322-9914
  
3.      Company's Name      City of Georgetown Fleet Services  
         Name of Contact      Denny Herrin  
         Title of Contact      Fleet Care Specialist  
         E-Mail Address      Denny.herrin@georgetown.org  
         Present Address      300-2 Industrial Ave  
         City, State, Zip Code      Georgetown TX 78626  
         Telephone Number      512-931-7691      Fax Number: \_\_\_\_\_

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

**Exhibit "A"**



We are pleased to announce the addition of the Mac Haik Ford Truck Shop to the Mac Haik Ford Lincoln dealership in Georgetown Texas. At the Truck Shop we offer full service on light and medium duty picks ups that will be performed by a factory trained technician. We offer competitive fleet rates and a quality of work you can rely on to keep your truck working and not stuck in the shop. Now serving F-series up to 750 and all E-series model vehicles.

#### **Services**

- Oil Change
- Tire Mounting, Rotation and Balance
- Transmission Service
- 30K, 60K, 90K Service
- Engine Diagnostic (Check engine light, fluid light, service light, etc)
- Transmission Diagnostic
- Brake System (Pads, rotor, lines, etc)
- Air Brakes (Diagnostic, linings, chambers, lines, compressor, etc)
- Heating/Cooling Systems
- Exhaust Systems
- Electronic Motors (Windows, fan, etc.)
- Engine Replacement or Rebuild
- Fuel Systems (Filters, hoses, pumps, etc)
- Steering Systems (front end, power steering, kingpins, alignment)
- Belts (Timing, alternator, etc)
- Electrical Systems
- Ignition System
- Emission Control System
- Suspension System (Axle, mounts struts, etc)
- Clutch Repair/replacement
- Warranty Repairs

#### **Convenience**

- Pickup and delivery service
- Shuttle service
- Early/Late bird drop box
- Fleet Charge Accounts Available

#### **Location**

7201 Kelly Drive  
Georgetown TX 78626  
(On back road behind Mac Haik Ford Lincoln)

#### **Hours**

- Mon-Fri: 7:00 AM - 6:00 PM
- Sat: 7:00 AM - 3:00PM
- Sun: Closed

#### **Certifications**

- Senior Master Ford Technicians
- Cummins Certified

#### **Contacts**

##### **Main Line (512)930-8310**

- **Shop Manager**
  - Charlie Tincher
  - (512)930-6362
  - [dtincher@machaikflm.com](mailto:dtincher@machaikflm.com)
- **Service Advisor**
  - Daniel Moura
  - (512)930-6242
  - [dmoura@machaikflm.com](mailto:dmoura@machaikflm.com)
- **Account Receivable/Cashier**
  - Wendy Downs
  - (512)930-6262
  - [wdowns@machaikflm.com](mailto:wdowns@machaikflm.com)

**Exhibit "A"**



# **MOTORCRAFT® WARRANTY**

**UNLIMITED  
MILEAGE  
INCLUDES LABOR**

**2 YEARS**

**Exhibit "A"**





**Duane Harris**  
General Manager

Cell: 512.635.8301  
Fax: 512.930.6350  
dharris@machaikflm.com

Mac Haik  
Ford Lincoln  
7201 S. IH35  
Georgetown, TX 78626



**Daniel Moura**  
Master Certified Service Advisor  
Desk: 512.930.6242  
Main: 512.930.6250  
Fax: 512.930.6276  
dmoura@machaikflm.com

Mac Haik  
Ford, Lincoln  
7201 S. IH35  
Georgetown, TX 78626  
www.machaikflm.com

## MAC HAIK FORD LINCOLN

*Built Ford Tough!*

7201 S. IH 35 • Georgetown, TX 78627  
Direct: (512) 930-6255 • Fax: (512) 930-6276  
eholmstrom@machaikflm.com

**EDWIN HOLMSTROM**  
Service Director



**Charlie Tincher**  
Truck Shop Manager



7201 S. IH 35 • Georgetown, TX 78626  
Bus: (512) 930-6362 • Fax: (512) 930-6362  
dtincher@machaikflm.com

Exhibit "A"



## Exhibit "A"

## Deborah Knutson

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**From:** Edwin Holmstrom <EHolmstrom@machaikflm.com>  
**Sent:** Thursday, March 19, 2015 1:28 PM  
**To:** Deborah Knutson  
**Cc:** Duane Harris  
**Subject:** contract bid

Hi Deborah,

Thank you for taking the time to look at our bid. To answer your questions the 8% is mark off dealer cost. No discounts are given on the parts. The vehicles will be picked up by our service porters and shuttle drivers. If I can be of any help please email or call my personal cell at 281-726-1528. Thank you so much and we hope to do business with you in the near future.

Edwin Holmstrom  
Service Director  
Mac Haik Ford Lincoln Georgetown  
512-930-6255 office  
512-930-6276 fax



**Exhibit "A"**