

# EXHIBIT

## "A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK  
AND PIRTEK RIVERSIDE LLC  
FOR THE PURCHASE OF  
HYDRAULIC HOSE REPAIR AND MAINTENANCE SERVICES**

**THE STATE OF TEXAS**

**CITY OF ROUND ROCK**

**COUNTY OF WILLIAMSON**

**COUNTY OF TRAVIS**

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**KNOW ALL BY THESE PRESENTS:**

This Agreement ("Agreement") for the purchase of hydraulic hose repair and maintenance services is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and PIRTEK RIVERSIDE LLC, whose offices are located at 15301 N. IH35 Suite G., Pflugerville, Texas 78660 referred to herein as "Vendor."

### **RECITALS:**

**WHEREAS**, City desires to purchase hydraulic hose repair and maintenance services; and

**WHEREAS**, City has issued its Request for Proposal, ("RFP") for the provision of said goods and/or services; and

**WHEREAS**, City has determined the Vendor's Response to RFP ("Bid") submitted by Vendor provides the best value to the City; and

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

**NOW, THEREFORE,**

in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

### **1.0 DEFINITIONS**

A. **Agreement** means this binding legal contract between City and Vendor whereby City is authorized to buy specified goods and/or services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's RFP, designated Solicitation Number 25-005 dated January 2024; (b) Vendor's Response to RFP ("Bid"); and (c) any exhibits and/or addenda thereto.

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

- (1) This Agreement;
- (2) Vendor's Response to RFP ("Bid");
- (3) City's RFP, Addenda, exhibits, and attachments.

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

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment, as described in the RFP.

E. **Vendor** means Pirtek Riverside LLC, or any successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with **Section 16.0**.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

## **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the Goods and Services as outlined in the RFP; any Addenda to RFP; and the Bid submitted by Vendor, all as contained in **Exhibit "A,"** incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and any Addenda to RFP and as offered by Vendor in its Bid.

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

## **4.0 ITEMS AWARDED; SCOPE OF WORK**

A. All items in "Attachment C – Bid Sheet" of **Exhibit "A"** are awarded to Vendor.

B. Vendor shall satisfactorily provide all Goods and Services described in **Exhibit "A,"** attached hereto, within the contract term specified in **Section 2.0**. Vendor's undertakings shall be limited to Goods and Services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall provide its Goods and Services in

accordance with this Agreement and **Exhibit A** and with due care, and in accordance with prevailing industry standards for comparable Goods and Services.

## **5.0 COSTS**

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in "Attachment C – Bid Sheet" of **Exhibit "A."**

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$154,250 per year** for a total of **\$771,250**, for the term of this Agreement.

## **6.0 INVOICES**

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

## **7.0 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 the City's bid, with the consent and agreement of the Vendor and the City. Such agreement shall be conclusively inferred for the Vendor from lack of exception to this clause in the service provider's response. However, all parties 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.

## **8.0 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 if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

## **9.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor 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). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor 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
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

## **10.0 GRATUITIES AND BRIBES**

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

## **11.0 TAXES**

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

## **12.0 INSURANCE**

Vendor shall meet all City insurance requirements set forth in the RFP and on the City's website at:

[http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

### **13.0 CITY'S REPRESENTATIVE**

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

Chad McDowell, Director  
General Services Department  
221 East Main Street  
Round Rock, TX 78664  
(512) 341-3191  
[cmcdowell@roundrocktexas.gov](mailto:cmcdowell@roundrocktexas.gov)

### **14.0 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.

### **15.0 DEFAULT**

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within ten (10) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

### **16.0 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 written notice to Vendor, the "Date of Termination."

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, as set forth in **Section 15.0**.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, which is not cured within ten (10) days of written notice of said breach, 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 Vendor, Vendor 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 the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## **17.0 INDEMNIFICATION**

Vendor 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 Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor'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 Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

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

A. Vendor, 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.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

## **19.0 ASSIGNMENT AND DELEGATION**

The parties 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.

## **20.0 NOTICES**

A. 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 recipient's physical or email address as stated below;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

### **Notice to Vendor:**

Vendor: Pirtek Riverside LLC  
Attn: Jeffery Brilllott  
Address: 15301 N. IH 35, Suite G.  
Pflugerville, TX 78660  
Email: jbrilllott@PirtekRiverside.com

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney  
AND TO: 309 East Main Street  
Round Rock, TX 78664

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

## **21.0 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.

## **22.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## **23.0 DISPUTE RESOLUTION**

City and Vendor 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.

## **24.0 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.

## **25.0 MISCELLANEOUS PROVISIONS**

**A. Standard of Care.** Vendor 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.

**B. Time is of the Essence.** The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**C. Binding Agreement.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.




**D. 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.

[Signatures on the following page.]

**IN WITNESS WHEREOF**, City and Vendor have executed this Agreement on the dates indicated.

**Pirtek Riverside LLC**

By:   
Printed Name: JEFFREY P. BRULLION  
Title: OWNER  
Date Signed: 4-11-25

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

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

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**EXHIBIT "A"**  
**(RFP, ADDENDA, BID)**



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

**REQUEST FOR PROPOSAL (RFP)**

**HYDRAULIC HOSE REPAIR AND MAINTENANCE  
SERVICES**

**SOLICITATION NUMBER 25-005**

**JANUARY 2024**

City of Round Rock  
 Hydraulic Hose Repair and Maintenance Services  
 RFP No. 25-005  
 Commodity Code:460-45  
 MONTH & YEAR

**HYDRAULIC HOSE REPAIR AND MAINTENANCE SERVICES  
 PART I  
 GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in hydraulic hose repair and maintenance services for the City's fleet of equipment.

The City's fleet currently consists of approximately 1925 pieces of vehicles and equipment. The City's Vehicle Maintenance Department regularly maintains all City vehicles and equipment but is seeking to establish an agreement with a hydraulic systems repair facility to provide additional hydraulic system repairs to the City's fleet. **The City is looking to establish an agreement for facility on-site hydraulic repair services and/or mobile hydraulic repair services.**

The City reserves the right to award contracts to multiple vendors.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A- Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Cost Proposal Sheet	Separate Attachment
Attachment D- Insurance Instructions	Separate Attachment
Attachment E- City Insurance Requirements	Separate Attachment
Attachment F- Terms and Conditions	Separate Attachment

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	February 5, 2025
Optional Pre Proposal Meeting	February 19, 2025 @ 9:00 AM
Deadline for submission of questions	February 21, 2025 @ 5:00 PM, CST
City responses to questions or addendums	Approximately February 26, 2025 @ 5:00PM, CST
<b>Deadline for submission of responses</b>	<b>March 7, 2025 @ 3:00 PM, CST</b>

City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all 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:

<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, 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.
5. **OPTIONAL PRE-PROPOSAL MEETING, SITE VISIT, AND/OR INSPECTION:** A pre-proposal meeting/site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting/site visit will be conducted on the date specified in PART I, Section 3- Schedule of Events.
  - A. Attendance at the pre-proposal meeting/site visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall initially begin at:  
**City Hall Council Chambers  
221 East Main Street  
Round Rock, Texas 78664**
  - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
  - C. It is the responsibility of the Respondent to examine each facility and determine quantity and amounts, take precise measurements, and determine material requirements, equipment requirements, labor requirements, and other solicitation-related details during said site visits.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
  - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
  - B. No paper or submittals outside of Bonfire will be accepted by the City.
  - C. Responses cannot be altered or amended after digital opening.
  - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
  - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
  - G. Late responses will not be considered.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a

City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
  - iii. You must submit your protest in writing and must include the following information:
    - a. your name, address, telephone number, and email address.
    - b. the solicitation number.
    - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
    - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - e. a statement of any issues of law or fact that you contend must be resolved; and
    - f. a statement of the argument and authority that you offer in support of your protest.
  - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
  - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
  - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

**PART II**  
**DEFINITIONS, STANDARD TERMS AND CONDITIONS,**  
**AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard 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. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>
3. **ADDITIONAL INSURANCE REQUIREMENTS:** The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles. The policy shall include these endorsements in favor of the City of Round Rock: a) Waiver of Subrogation b) Thirty (30) days Notice of Cancellation c) The City of Round Rock listed as an additional insured



City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

**PART III  
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing hydraulic hose repair and maintenance services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. 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 RFP process.
  - C. **Facility Site Services:** Must have a physical business location within 40 Miles of the City's Fleet maintenance.
  - D. **Mobile services:** Must not travel beyond 60 miles of the City's Fleet Maintenance Building.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in Hydraulic hose repair and maintenance services.
4. **SAFETY:** 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. The Respondent shall:
  - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
  - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
  - C. 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 Contractor's obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
  - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
  - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
  - C. 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. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 15%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

7. **PRICE INCREASE:** Contract prices for hydraulic hose repair and maintenance services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
  - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
  - B. **Procedure to Request Increase:**
    - i. Email the written price increase request to [purchasing@roundrocktexas.gov](mailto:purchasing@roundrocktexas.gov) with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
    - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION :** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **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. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
  - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

- B. **The City's designated representative:** The City's designated representative shall be:

**Richard Bolton**  
**Superintendent - Fleet**  
**General Services**  
**Phone: +1 (512) 218-7082**  
**E-mail: [rbolton@roundrocktxas.gov](mailto:rbolton@roundrocktxas.gov)**

- C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

**13. INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

**PART IV  
SCOPE OF WORK**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City," seeks a bid from firms experienced in providing hydraulic systems repair services for the City's fleet of equipment. The City's fleet currently consists of approximately 1925 pieces of equipment in the City's fleet department. The City's Vehicle Maintenance Department regularly maintains all City vehicles and equipment but is seeking to establish an agreement with a hydraulic systems repair facility to provide additional hydraulic system repairs to the City's fleet.
2. **DESCRIPTION OF SERVICE TYPES:**
  - A. **Facility on-site services:** Facility Site Services refer to hydraulic hose repair and replacement services that take place at the awarded vendor's fixed repair facility
  - B. **Mobile Services:** Mobile Services refer to hydraulic hose repair and replacement conducted at the City's fleet locations or in the field
3. **GENERAL SERVICE REQUIREMENTS:** The Contractor shall provide hydraulic hose repair and maintenance services, ensuring that all work meets or exceeds industry standards. The services should include but are not limited to:
  - A. **Hydraulic Fluid Replacement:** The Contractor shall:
    - i. Include hydraulic fluid replacement as part of hose repair services.
    - ii. Use hydraulic fluid that is compatible with the equipment being serviced, maintaining the performance and longevity of the hydraulic system.
  - B. **Service Technicians:**
    - i. Service technicians are required to notify the City POC upon their arrival and upon the completion of work. If the work cannot be completed during the visit, the technician must communicate with the City to provide a timeline for returning to complete the task before leaving the site.
    - ii. Service technicians must possess full qualifications to work on the listed equipment.
    - iii. Service technicians should be employed by the Contractor starting from the effective date of the contract.
    - iv. The Contractor should be capable of verifying that their service personnel have received training and have a minimum of one year of practical experience working with the specific brands/models of City equipment.
    - v. In the event of the Contractor hiring a new service technician during the contract's term, the Contractor must supply the City with certifications and qualifications validating the technician's ability to work on the City's equipment before they are deployed to the site.
    - vi. All repair parts required for repairs must be present on-site within three business days from the date of approval.
4. **HYDRAULIC HOSE REPAIR AND REPLACEMENT:** The Contractor shall:
  - A. Repair or replace all varieties of hydraulic hoses, ensuring that the replacement hoses meet or exceed the original quality and performance standards.
  - B. Replace O Rings on new hoses as required.
  - C. Maintain a sufficient inventory of hydraulic hoses and components to perform timely repairs.
  - D. Standard practice includes repair while the customer waits, with minimal downtime
5. **FACILITY ON SITE SERVICE REQUIREMENTS:** The Contractor shall-
  - A. Have a facility large enough to accommodate the Contractor's current workload as well as the additional workload resulting from award of this contract.
  - B. Provide daily, year-round service regardless of weather conditions.

City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

- C. Park all police vehicles in a secured area with controlled access. Contractor 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 the Contractor's property during business hours and overnight. The City reserves the right to determine if the secured area will meet the City's needs.
  - D. The City reserves the right to tour the facility to confirm that the security of the facility will meet the City's needs prior to award.
6. **MOBILE HYDRAULIC HOSE REPAIR Services:** The Contractor shall:
- A. Offer on-site mobile hydraulic hose repair services to minimize equipment downtime.
  - B. Mobile repair services should be available 24/7 to address emergency needs.
  - C. Mobile repair services should be turnkey, meaning the Contractor will provide all necessary equipment, materials, and labor to complete repairs in the field without additional requirements from the municipality.
  - D. Mobile Repair Services shall be performed at the following location:  
**Vehicle Maintenance**  
**901 Luther Peterson Place**  
**Round Rock, Texas 78664**
7. **CONTRACTOR RESPONSIBILITIES:**
- A. **EMERGENCY SERVICE CALLS-** "Emergency Services" are defined as requests made that are immediately necessary and may stop normal operations for the City. The Contractor shall:
    - i. Return the call of the City's POC and schedule the repair within one hour of the City's emergency call for repair service.
    - ii. Be on location at the site within two hours after notification by the City that an emergency has occurred.
    - iii. The hours between 6:01 PM and 6:59 AM CST Monday through Friday, weekends, and City-observed holidays are considered "after-hours."
    - iv. It is the Contractors responsibility to have available adequate qualified staff to respond to emergencies at all times.
  - B. **NON-EMERGENCY SERVICE CALL-** "Non-Emergency Services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:
    - i. Call the City POC to schedule a repair within four hours of City's call for repair services.
    - ii. Be on location at the site within 24 hours after notification by the City that non-emergency repair services are required.
  - C. **WARRANTY AND QUALITY ASSURANCE:** The Contractor shall:
    - i. Provide a warranty on all repairs and replacements, ensuring the longevity and reliability of the work.
    - ii. Have a robust quality control process to ensure that all work is performed to the highest standards.
  - D. **SAFETY AND ENVIRONMENTAL CONSIDERATIONS:**
    - i. All repairs should comply with applicable safety regulations and environmental standards.
    - ii. The Contractor should dispose of or recycle old hydraulic hoses and fluids in compliance with local environmental regulations.
8. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
  - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.

City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

- C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
- D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.

9. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

10. **CITY RESPONSIBILITIES:** The City will-

- A. Confirm the scheduled work to be carried out.
- B. Provide local parking for vehicles and ensure access to the designated work areas. In situations where suitable parking isn't available through the City, the Contractor shall arrange off-site parking and transportation to and from the work site.
- C. Grant access to the locations where service is necessary.
- D. Guarantee that the work area is devoid of safety hazards.
- E. Conduct inspections of the completed work to ensure alignment with the specified scope of work.

**PART V**  
**PROPOSAL PREPARATION INSTRUCTIONS**  
**AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.

**Proposal Submittal Instructions:** The Respondent shall include all of the following documents in their response-

- o Attachment A- Proposal Submittal Form
- o Attachment B- Reference Sheet
- o Attachment C- Cost Proposal Sheet
- o Acknowledged Addenda (if applicable)
- o Segment requirements listed below.
- o A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- o List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Company Work Experience and Personnel**

- i. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- ii. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
- iii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- v. Contractors' past performance with the City may be evaluated.

City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

- B. **Segment 2 – Cost Proposal:** Information described in the following subsection is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

The City is offering the Respondent to submit two proposals:

**In Contractor-operated facility**

- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rate.
- ii. Total (not to exceed) Cost

**Mobile Services**

- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rate.
- ii. Total (not to exceed) Cost

**Respondent is to submit a cost proposal sheet for each service they offer. Respondents may submit for one or both options. The City will evaluate each option independently.**

4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria: Weights:

- |   |               |
|---|---------------|
| • Company Work Experience and Personnel (Segment 1) | 40 pts        |
| • <u>Cost Proposal (Segment 2)</u>                  | <u>60 pts</u> |

Maximum Weight: 100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.



City of Round Rock  
Hydraulic Hose Repair and Maintenance Services  
RFP No. 25-005  
Commodity Code:460-45  
MONTH & YEAR

**5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

**6. POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A  
SOLCITATION SUBMITTAL FORM AND EXECUTION**

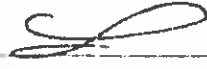
**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.**

**By signature hereon, the Respondent certifies that:**

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): Pirtek Riverside  
SIGNATURE (INK/DIGITAL):   
NAME (TYPED/PRINTED): Jeffery Brillioth  
TITLE: Owner DATE: 2/26/2025  
STREET: 15301 N I35 Suite 6  
CITY/STATE/ZIP: Pflugerville, TX 78660  
TELEPHONE & FAX NO.: (512) 714-5016  
E-MAIL ADDRESS: J.Brillioth@PirtekRiverside.com  
FEDERAL TAX IDENTIFICATION NUMBER (FIN): 84-2717691

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard 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. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

**ATTACHMENT B  
REFERENCE SHEET**

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

**SOLICITATION NUMBER:** RFP 25-005

**RESPONDENT'S NAME:** Pirttek Riverside LLC **DATE:** 2/26/2025

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Cash Construction  
Name of Contact Hubert Johns  
Title of Contact Service Manager  
E-Mail Address Hubert.Johns@CashConstruction.com  
Present Address 217 Kingston Lacy Blvd  
City, State, Zip Code Pflugerville, TX 78660  
Telephone Number (512) 808-3084 Fax Number: (     )
  
2. Company's Name Sunbelt Rentals  
Name of Contact Steven Honeycutt  
Title of Contact Service Manager  
E-Mail Address Steven.Honeycutt@sunbeltrentals.com  
Present Address 16256 Purple Heart Trl Interstate 35  
City, State, Zip Code Austin, TX 78728  
Telephone Number (512) 484-1248 Fax Number: (512) 676-3392
  
3. Company's Name Maxim Crane  
Name of Contact Jack Rouse  
Title of Contact Field Mechanic  
E-Mail Address JRouse8306@gmail.com  
Present Address 15919 Jacintoport Blvd  
City, State, Zip Code Houston, TX 77015  
Telephone Number (832) 702-6578 Fax Number: (     )

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

**Attachment D- Bid Sheets Mobile Services &  
Facility on Site Services Hydraulic Hose Repair  
and Maintenance Services RFP 25-005**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the Respondent to fully comply with the solicitation documents contained in RFP 25-005 Hydraulic Hose Repair and Maintenance Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below

**MOBILE SERVICES**

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Hourly Labor Rate	500	Hour	\$110.00	\$55,000.00
2	Service Call Fee	100	Each	\$80.00	\$8,000.00
3	Emergency Hourly Labor Rate	500	Hour	\$130.00	\$65,000.00
4	Emergency Service Call Fee	100	Each	\$90.00	\$9,000.00
5	Prices for parts and material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$ 15,000.00	Percent	15%	\$17,250.00
Annual Total:					<b>\$154,250.00</b>

**FACILITY ON SITE SERVICES**

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Hourly Labor Rate	500	Hour	\$110.00	\$55,000.00
2	Service Call Fee	100	Each	\$80.00	\$8,000.00
3	Emergency Hourly Labor Rate	500	Hour	\$130.00	\$65,000.00
4	Emergency Service Call Fee	100	Each	\$90.00	\$9,000.00
5	Prices for parts and material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$15,000.00	Percent	15%	\$17,250.00
					<b>\$154,250.00</b>

COMPANY NAME:

Pirtek Riverside LLC

PRINTED NAME:

Jeffery Brilliot

PHONE NUMBER:

(512)448-0800

EMAIL ADDRESS:

jbrilliot@PirtekRiverside.com

Pirtek Riverside, LLC

15301 N I35 Suite G  
Pflugerville, TX 78660



The City of Round Rock

221 E Main Street  
Round Rock, Tx 78664

## Statement of Compliance

RFP 25-005

We, the undersigned, hereby confirm that we have thoroughly reviewed the terms and conditions outlined in the Request for Proposal (RFP) 25-005. Pirtek Riverside LLC fully understands and agrees to comply with all the stipulations without any reservations or exceptions.

Pirtek Riverside LLC

Wednesday, February 26, 2025

X

Jeffery Enkholt  
Owner

X

William Renken  
Operations Manager

X

Ashley McMenamy  
Office Manager

**Attachment D- Bid Sheet Facility On Site Services**  
**Hydraulic Hose Repair and Maintenance Services**  
**RFP 25-005**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 25-005 Hydraulic Hose Repair and Maintenance Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below

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2	Emergency Service Call Fee	100	Each	\$90.00	\$9,000.00
3	Prices for parts and material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$ 15,000.00	Percent	15%	\$17,250.00
<b>Annual Total:</b>					<b>\$154,250.00</b>

COMPANY NAME:

Pirtek Riverside LLC

PRINTED NAME:

Jeffery Brillott

PHONE NUMBER:

(512)448-0800

EMAIL ADDRESS:

[jbrillott@PirtekRiverside.com](mailto:jbrillott@PirtekRiverside.com)