

EXHIBIT
"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND
HCOP, LLC, d/b/a HILL COUNTRY OUTDOOR POWER
FOR THE PURCHASE OF
SMALL ENGINE PARTS AND REPAIR**

THE STATE OF TEXAS §
CITY OF ROUND ROCK § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §
COUNTY OF TRAVIS §

This Agreement for Small Engine Parts and Repair to be performed on various City-owned equipment on a directed as-needed basis, and for related goods and services, referred to herein as the “Agreement,” is made and entered into on this the ____ day of _____, 2024, 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 HCOP, LLC, d/b/a, HILL COUNTRY OUTDOOR P, whose address is 2914 Montopolis Drive, Suite 200, Austin, Texas 78741, referred to herein as “Services Provider.” This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase Small Engine Parts and Repair (hereinafter “Goods and Services”) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services; and

WHEREAS, City has issued its Invitation for Bid (“IFB”) for the provision of said Goods and Services and City has determined the bid submitted by Services Provider 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, WITNESSETH:

That for and 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 Services Provider and whereby City agrees to pay for the Goods and Services and Services Provider is obligated to

sell same. The Agreement includes the following: (a) City's IFB designated Solicitation Number 24-006 (b) Cost Proposal Sheet; (c) and 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) Service Provider's Bid;
- (3) City's IFB, exhibits, and attachments.

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

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

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 Small Engine Parts and Repair services, supplies, materials, commodities, or equipment described in the IFB.

F. **Services Provider** means HCOP, LLC, or any of its successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

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

C. 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.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the Goods and Services as outlined in IFB Solicitation Number 24-006; and Proposal 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 Proposal.

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 they are fully a part of this Agreement as if repeated herein in full.

4.0 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two providers ("dual providers") of the Goods and Services. Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.0 ITEMS AWARDED

Only if, as, and when needed by City, Goods and Services are awarded to Services Provider in accordance with Exhibit "A," Attachment B.

6.0 COSTS

Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **\$750,000.00** for the term of this Agreement for Service Provider's services combined with the dual provider's services.

7.0 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 Goods and Services received; and
- D. Delivery dates.

8.0 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 Service Provider and City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the services provider's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggyback" procurements.

9.0 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 at the end of any City fiscal year 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 Services Provider written notice of termination at the end of its then-current fiscal year.

10.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives 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 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). This Prompt Payment Policy does not apply to late 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 causes the payment to be late; or

B. 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

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.0 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without incurring any 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.

12.0 TAXES

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

13.0 ORDERS PLACED WITH ALTERNATE PROVIDERS

City reserves the right and option to obtain same from another source or supplier(s).

14.0 INSURANCE

Services Provider shall meet all City insurance requirements set forth in the IFB and on the City's website at:

http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

15.0 CITY'S REPRESENTATIVE

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

Marshall Reynolds, Specifications Writer
General Services Department
212 Commerce Boulevard
Round Rock, Texas 78664
(512) 218-5571
mreynolds@roundrocktexas.gov

16.0 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.

17.0 DEFAULT

If Services Provider abandons or defaults hereunder and is a cause of City purchasing the specified services 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 hereunder;
- 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.

18.0 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 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, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

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 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 termination notice, Services Provider shall submit a statement showing in detail the goods and services satisfactorily performed hereunder 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.

19.0 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.

20.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Services Provider, its agents, employees, and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, 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 and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider 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 Services Provider verifies Services Provider 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 Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.0 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.

22.0 NOTICES

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

- A. When delivered personally to recipient’s address as stated in this Agreement; or
- B. 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:

HCOP, LLC
2914 Montopolis Drive
Suite 200
Austin, Texas 78741

Notice to City:

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

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

23.0 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.

24.0 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.

25.0 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.

26.0 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 such 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 to be void.

27.0 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 Service 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.

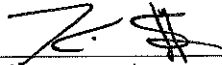
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

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

City of Round Rock, Texas

HCOP, LLC

By: _____
Craig Morgan, Mayor

By:  _____
Printed Name: Kevin Stelter
Title: Outside Sales Manager
Date Signed: 6/25/24

Date Signed: _____

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

**SMALL ENGINE PARTS
AND REPAIR**

SOLICITATION NUMBER 24-006

MARCH 2024

Exhibit "A"

City of Round Rock
Small Engine Parts and Repair
IFB 24-006
Commodity Code: 060-66
March 2024

SMALL ENGINE PARTS AND REPAIR PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks bids from firms experienced in providing small engine parts and repairs. An anticipated total Contract award will be made by the City in a total not to exceed amount of \$750,000.00. This total is inclusive of all awarded vendors.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s)2-5
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-11
Attachment A – Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Bid Sheet	Separate Attachment

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

EVENT	DATE
Solicitation released	March 22, 2024
Deadline for submission of questions	April 4, 2024 @ 3:00 PM, CST
City responses to questions or addendums	Approx April 9, 2024 @ 3:00 PM, CST
Deadline for submission of responses	April 23, 2023 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire 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. **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.

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Small Engine Parts and Repair
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- 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.
6. **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 small engine parts and repairs as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be an authorized distributor of parts and equipment listed in Attachment C – Bid Sheet. Proof of authorization to sell equipment by the Manufacturer shall be provided in the response.
 - E. 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.

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

7. **RESPONSE REQUIREMENTS:** The Respondent, by electronically submitting their Offer, acknowledges that he/she is an authorized representative of the Vendor, has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein. The Respondent shall include the following information with their bid response:
- Attachment A – Proposal Submittal Form
 - Attachment B – Reference Sheet
 - Attachment C – Bid Sheet
 - Acknowledged Addenda (if applicable)
 - Respondent's full price catalog
8. **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:
- A. Purchase price.
 - B. Reputation of Respondent and of Respondent's goods and services.
 - C. Quality of the Respondent's goods and services.
 - D. The extent to which the goods and services meet the City's needs.
 - E. Respondent's past performance with the City.

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F. The total long-term cost to the City to acquire the Respondent's goods or services.

G. 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.

9. **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
10. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.
11. **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.
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.

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IFB 24-006
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March 2024

- 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.

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IFB 24-006
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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/>

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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. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications, and the amounts shown on bid sheet.
 - C. 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. **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 providing small engine parts and repairs.
3. **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.
4. **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.
5. **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.

Prices for some materials will be on a percent off manufacturer suggested retail price (MSRP) basis. The percent discount (%), if any, will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted MSRP discount on an invoice may result in payment at Contractor's cost.
6. **PRICE INCREASE:** Contract prices for small engine parts and repairs 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.

Exhibit "A"

City of Round Rock
Small Engine Parts and Repair
IFB 24-006
Commodity Code: 060-66
March 2024

- 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 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.
7. **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.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
9. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
 - B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
 - C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
 - D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
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.

Exhibit "A"

City of Round Rock
Small Engine Parts and Repair
IFB 24-006
Commodity Code: 060-66
March 2024

12. **POST AWARD MEETING:** The City and successful Respondent(s) may have 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 agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.

13. **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.
 - B. **The City's designated representative:** The City's designated representative shall be:
Marshall Reynolds
Fleet Maintenance
Phone: (512) 218-5571
E-mail: mreynolds@roundrocktexas.gov
 - C. Do not contact the individual listed above with questions or comments regarding this solicitation during the solicitation.

Exhibit "A"

City of Round Rock
Small Engine Parts and Repair
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March 2024

PART IV SCOPE OF WORK

1. **PROJECT OVERVIEW:** The City of Round Rock, herein after "the City" seeks bids from firms experienced in providing small engine parts and repairs. On occasion, the City may not be able to complete repairs in house and is requesting pricing for full-service repairs if offered.
2. **SHIPPING AND DELIVERY:** All shipments and deliveries shall be FOB (Freight on Board) destination to the following address:
**Fleet Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664**
 - A. No parts shall ship without a City PO referenced on the delivery order and invoice.
 - B. All parts shall be shipped and delivered complete unless arrangements for partial shipments are made in advance.
 - C. All parts shipped and delivered shall include a shipping/delivery ticket showing the description of each item, quantity, the City's purchase order number, and unit price.
 - D. Goods shall be received between the hours of 8:00 am to 5:00 pm Monday through Friday. All shipments shall be coordinated with a City-authorized representative.
 - E. For items that are not normally stocked and will require 3rd party shipping charges for delivery, the at-cost freight charges shall be prepaid and added to the invoice. The City reserves the right to audit the Contractor's freight invoice to ensure compliance.
 - F. All goods shall be received and signed for by a City-authorized representative upon delivery.
 - G. Goods shall be delivered within three (3) days from the time the order is placed. Exceptions may be considered upon preapproval by the City's Authorized Representative.
 - H. No additional delivery costs are permitted for items that should be in stock. Transportation and delivery costs shall be included in the unit price provided in response to this solicitation.
 - I. No fuel surcharges or mileage charges shall be permitted for delivery of items. Transportation and delivery costs shall be included in the unit price provided in response to this solicitation.
 - J. All new parts and equipment shall be provided to the City in the Manufacturer's original packaging. Parts and equipment shall not be re-manufactured or refurbished.
3. **CONTRACTOR RESPONSIBILITIES:**
 - A. **Returns:** The City of Round Rock reserves the right to return unused items as needed. The Contractor will be responsible for issuing all return credits, to include any shipping charges, if necessary, for returns due to incorrectly shipped orders, items damaged in transit, shipment of obsolete parts to the City, or instances of surplus. The Contractor must have a return policy that will assist in preventing obsolescence. The Contractor shall buy back all unused items purchased under this agreement that are declared surplus or are no longer required by the City within 120 days of shipment at the original purchase price. Restocking charges are not acceptable and will not be authorized for payment.
 - B. **Warranty:** All goods and repairs shall be warranted against defects in material and workmanship for a period of not less than 12 months beginning with the date of installation of part as evidenced by the City's work order. If the manufacturer's standard warranty exceeds 12 months, then the manufacturer's standard warranty shall be in effect. The Contractor shall furnish a copy of the manufacturer's warranty at time of delivery.
 - C. **Reports:** The successful Respondent shall provide, upon request, a monthly/quarterly/annual total of all parts purchased by the City. The report shall include the date purchased, invoice number, part number, part description, price per part, and total dollar amount for all parts purchased.

Exhibit "A"

City of Round Rock
Small Engine Parts and Repair
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3. **REPAIR REQUIREMENTS (optional)**: All repairs shall be conducted by a qualified contractor in compliance with all relevant regulations and safety standards. The Contractor shall-
 - A. Machines shall be picked up and delivered at the following location:
**Fleet Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664**
 - B. Diagnose and troubleshoot engine issues.
 - C. Repair or replace faulty components, such as spark plugs, carburetors, fuel filters, and ignition system.
 - D. Perform routine maintenance tasks, including oil changes, air filter replacements, and blade sharpening (if applicable).
 - E. Ensure proper alignment and adjustment of engine parts.
 - F. Test the repaired engines to verify functionality.
 - G. The contractor will supply all necessary materials, parts, and consumables for the repairs.
 - H. Replacement parts must meet OEM specifications or equivalent quality standards.
4. **CITY RESPONSIBILITIES**: The City will-
 - A. Provide the Respondent with complete and accurate information regarding orders placed by the Fleet Maintenance Division.
 - B. Ensure the delivery area is accessible and reasonably free of safety hazards.
 - C. Provide access to facilities where deliveries and pickups are required.
 - D. Inspect work performed to ensure compliance with the scope of work.
 - E. Review all invoices, bills of lading, proof of delivery, and paid freight invoices for accuracy.
 - F. Provide the Respondent with the designated point of contact including Name, email address, and phone number.

Exhibit "A"
ATTACHMENT A
SOLCITATION SUBMITTAL FORM AND EXECUTION
IFB 24-006 Small Engine Parts and Repair

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.

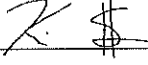
By signature hereon, the Respondent certifies that:

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): HCOP, LLC (dba Hill Country Outdoor Power)

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): Kevin Stelter

TITLE: Outside Sales Manager DATE: 04/30/2024

STREET: 2914 Montopolis Drive, STE 200

CITY/STATE/ZIP: Austin, Texas 78741

TELEPHONE & FAX NO.: 512-994-5828 ; 512-994-9994

E-MAIL ADDRESS: kevin.stelter@hillcountryoutdoor.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 753098326

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/>

Exhibit "A"

ATTACHMENT A REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 24-006 Small Engine Parts and Repair

RESPONDENT'S NAME: Kevin Stelter

DATE: 04/30/2024

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 | <u>Round Rock ISD</u> |
| Name of Contact | <u>David Gordon</u> |
| Title of Contact | <u>IPM / Grounds Supervisor</u> |
| E-Mail Address | <u>david_gordon@roundrockisd.org</u> |
| Present Address | <u>16239 Great Oaks Dr</u> |
| City, State, Zip Code | <u>Round Rock, Texas 78681</u> |
| Telephone Number | <u>(512) 464-8365</u> Fax Number: <u>(512) 464-5457</u> |

- | | |
|-----------------------|--|
| 2. Company's Name | <u>City of Austin</u> |
| Name of Contact | <u>Joseph Leonard</u> |
| Title of Contact | <u>Inventory Control Specialist</u> |
| E-Mail Address | <u>joseph.leonard@austintexas.gov</u> |
| Present Address | <u>6301-A Harold Court</u> |
| City, State, Zip Code | <u>Austin, Texas 78721</u> |
| Telephone Number | <u>(512) 974-1722</u> Fax Number: <u>(n/a)</u> |

- | | |
|-----------------------|---|
| 3. Company's Name | <u>Pflugerville ISD</u> |
| Name of Contact | <u>Mario Bracamontez</u> |
| Title of Contact | <u>Outside Maint/Grounds Supervisor</u> |
| E-Mail Address | <u>mario.bracamontez@pfisd.net</u> |
| Present Address | <u>2021 Crystal Bend Dr</u> |
| City, State, Zip Code | <u>Pflugerville, Texas 78660</u> |
| Telephone Number | <u>(512) 594-0265</u> Fax Number: <u>(512) 594-0251</u> |

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

Exhibit "A"
Attachment C- Bid Sheet
Small Engine Parts and Repair
IFB 24-006

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 IFB 24-006. 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. An anticipated total Contract award will be made by the City in a total not to exceed amount of \$750,000.00. This total is inclusive of all awarded vendors.

Special Instructions: Not 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

No.	PART NUMBER	MAKE/BRAND	Description	Estimated Quantity	Unit Cost	Extended Total
PART I - MAKE/MODEL PRICING (This section will be evaluated by cost)						
1	KV650SPH	BILLY GOAT	LEAF/TRASH VAC	1	\$1,360.00	\$1,360.00
2	030622	BRIGGS & STRATTON	GENERATOR,5000 WATT(BRIGGS&STATTON)	1	\$899.99	\$899.99
3	796970	BRIGGS & STRATTON	FILTER,AIR(BRIGGS & STRATTON #796970)	10	\$14.44	\$144.40
4	394358S	BRIGGS & STRATTON	FILTER,FUEL BRIGGS & STRATTON	15	\$5.09	\$76.35
5	491588S	BRIGGS & STRATTON	FILTER,AIR; (MOWERS,ETC.)	30	\$5.52	\$165.60
6	491055T	CHAMPION	PLUG;SPARK CHAMPION(RC14YC)	25	\$4.24	\$106.00
7	796112	CHAMPION	PLUG;SPARK(BRIGGS & STRATTON)CHAM RJ19LM	25	\$2.01	\$50.25
8	SRM-3020T	ECHO	LINE TRIMMER	20	\$391.99	\$7,839.80
9	PB-770H	ECHO	BACKPACK BLOWER	10	\$439.99	\$4,399.90
10	PPT-2620	ECHO	POLE SAW	5	\$503.99	\$2,519.95
11	SRM-2620	ECHO	LINE TRIMMER	10	\$295.99	\$2,959.90
12	PE2620	ECHO	EDGER	5	\$319.99	\$1,599.95
13	PB-2620	ECHO	BLOWER	10	\$207.99	\$2,079.90
14	SRM 410U	ECHO	BRUSH CUTTER	5	\$527.99	\$2,639.95
15	99944200907B	ECHO	HEAD;BUMP(TRIMMER)	25	\$26.23	\$655.75
16	330105075	ECHO (Black Diamond)	ECHO LINE;TRIMMER(,105" 5LBS)	10	\$88.39	\$883.90
17	99944200220	ECHO	HEAD;TRIMMER FIXED LINE	15	\$33.74	\$506.10
18	A228000473	ECHO	FILTER;ECHO PB251 AIR	40	\$6.79	\$271.60
19	99944200225	ECHO	HEAD;TRIMMER(07 SRM261T) ECHO	10	\$42.18	\$421.80
20	A021003941	ECHO	CARBURETOR;ECHO PB-770H BLOWER	5	\$84.99	\$424.95
21	A228001410	ECHO	FILTER;AIR ECHO SRM 230	40	\$6.37	\$254.80
22	P021049420	ECHO	ASSEMBLY;PE-266 GEAR CASE	5	\$108.79	\$543.95
23	13031051830	ECHO	FILTER;AIR(LINE TRIMMER)ECHO	30	\$6.37	\$191.10
24	A411000420	ECHO	COIL;IGNITION(09 PB-500T)ECHO B/P BLOWER	5	\$112.19	\$560.95
25	12300003662	ECHO	CARBURETOR;WF-409B(ECHO PB210 BLOWER)	5	\$74.79	\$373.95
26	A021000723	ECHO	CARBURETOR;ASSY(ECHO PE230 EDGER)	5	\$70.54	\$352.70
27	A226000410	ECHO	FILTER;AIR(11 ECHO PB 770H)	15	\$9.34	\$140.10
28	90181Y	ECHO	KIT;TUNE UP(17 SRM-2620)ECHO	5	\$35.69	\$178.45
29	P021003910	ECHO	COIL;IGNITION	5	\$54.39	\$271.95
30	P021044540	ECHO	GEAR CASE ASSEMBLY(00 SRM230)	1	\$85.84	\$85.84

Exhibit "A"
Attachment C- Bid Sheet
Small Engine Parts and Repair
IFB 24-006

31	A226000371	ECHO	FILTER;AIR,PRE(15 SMR280)ECHO TRIMMER	15	\$5.09	\$76.35
32	A021000700	ECHO	CARBURETOR;WALBRO WYK-186	5	\$6.49	\$32.45
33	90137Y	ECHO	FUEL LINE;KIT(08 GWP25)	10	\$23.79	\$237.90
34	SS1035B	FRONTIER	SPREADER	1		\$0.00
35	WT30XK4A	HONDA	TRASH PUMP	1	\$1,439.00	\$1,439.00
36	HRC216HXA	HONDA	PUSH MOWER	10		\$0.00
37	EB2200ITA	HONDA	GENERATOR	1	\$1,279.00	\$1,279.00
38	HRX217K5VYA	HONDA	PUSH MOWER	1		\$0.00
39	16100-ZE2-W71	HONDA	CARBURETOR;ASSEMBLY(96 GX240)HONDA MOTOR	5	\$94.34	\$471.70
40	17210-Z1V-003	HONDA	FILER;AIR COMBO(HONDA 17210-ZE7-505)	10	\$29.74	\$297.40
41	18310-ZF1-000	HONDA	MUFFLER	5	\$77.34	\$386.70
42	16100-ZJ0-892	HONDA	CABURETOR(HONDA 18.0 GX610V-TWIN)	1	\$254.57	\$254.57
43	12000-Z2C-000	HONDA	CYLINDER;ASSY(HONDA GSV190)	1	\$142.79	\$142.79
44	99969-6426	KAWASAKI	TUNE-UP KIT(KAWASAKI ALL FS CARB ENGINES	5	\$55.24	\$276.20
45	2509811-S	KOHLER	STARTER;(09 STT61V-27CH) 27HP	1	\$179.99	\$179.99
46	261301	MARUYAMA	IGNITION COIL;W/ROTOR(01 BC2600)MARUYAMA	5	\$108.99	\$544.95
47	265926	MARUYAMA	CARBURETOR;MARUYAMA(01 BC2600)	5	\$76.83	\$384.15
48	BPM8Y	NGK	PLUG;SPARK(NGK BPM8Y)5574	145	\$2.62	\$379.90
49	BPMR7A	NGK	PLUG;SPARK(NGK 4626)	60	\$2.62	\$157.20
50	BPR2ES	NGK	PLUG;SPARK(NGK BPR2ES)	35	\$2.78	\$97.30
51	CMR6H	NGK	PLUG;SPARK(NGK CMR6H)	20	\$4.79	\$95.80
52	CMR5H	NGK	PLUG;SPARK(NGK CMR5H)	15	\$4.42	\$66.30
53	CR5HSB	NGK	PLUG;SPARK(CR5HSB)NGK	25	\$2.93	\$73.25
54	CMR7H	NGK	PLUG;SPARK(NGK CMR7H)CHAMP 965,RZ7C	20	\$4.79	\$95.80
55	BPR5ES	NGK	PLUG;SPARK(NGK 7734)	95	\$3.02	\$286.90
56	BPR6ES	NGK	PLUG;SPARK(FOR HONDA ENGINES/BPR6ES)	40	\$2.93	\$117.20
57	22-530	OREGON	OREGON GATORLINE; 130	15	\$60.89	\$913.35
58	200	POWER TRIM	EDGER	5	\$679.99	\$3,399.95
59	270-50203-10	ROBIN SUBARU	STARTER;RECOIL(03 G4100R)ROBIN ENGINE	1	\$112.90	\$112.90
60	27-12199	ROTARY	TRIMMER LINE;QUAD(.130"x675/3.3MMx205M)	20	\$54.99	\$1,099.80
61	9277	SCAG	TIRE;RUN FLAT 13x5.00/3.25(12 SCAG)	10	\$148.74	\$1,487.40
62	482503	SCAG	TIRE ASSEMBLY;FRONT(16 STC48V-651FS)	1	\$180.19	\$180.19
63	481851	SCAG	WHEEL:24"x12"x12"(17 STTI 72V 25KBD)	1	\$120.69	\$120.69
64	482-877	SCAG	BLADE;SCAG MOWER	10	\$19.54	\$195.40
65	482894	SCAG	BLADE;CUTTER(24.5"RN ELIM)17 SCAG	5	\$45.04	\$225.20
66	TS 700	STIHL	CONCRETE SAW	1	\$1,399.99	\$1,399.99
67	MS461	STIHL	RESCUE SAW	5	\$1,111.99	\$5,559.95

Exhibit "A"
Attachment C- Bid Sheet
Small Engine Parts and Repair
IFB 24-006

68	RB 200	STIHL	PRESSURE WASHER	1	\$519.99	\$519.99
69	MS 261	STIHL	CHAIN SAW	5	\$575.99	\$2,879.95
70	FS240R	STIHL	LINE TRIMMER	5	\$519.99	\$2,599.95
71	BR 700	STIHL	BACKPACK BLOWER	10	\$495.99	\$4,959.90
72	0000 350 3500	STIHL	FILTER;FUEL STIHL(MS362)	45	\$5.94	\$267.30
73	4238 140 4404	STIHL	FILTER;KIT AIR(STIHL) TS 410&420	10	\$22.09	\$220.90
74	1141 120 1604	STIHL	FILTER;AIR(MS281 STIHL)	10	\$11.89	\$118.90
75	4112 713 4201	STIHL	BLADE;SAW CIRCULAR STIHL	5	\$27.19	\$135.95
76	4224 007 1013	STIHL	FILTER;KIT AIR(16 TS700)STIHL	5	\$16.99	\$84.95
77	4282 007 3600	STIHL	FILTER;FUEL,ISSUE PKG OF 2 STIHL(BR600)	10	\$10.19	\$101.90
78	0000 350 3502	STIHL	FILTER;FUEL(14 FS240R)STIHL	30	\$5.94	\$178.20
79	DD21-H 6.5	TEMPEST	EMERGENCY VENT FAN	1	\$2,774.00	\$2,774.00
80	22210	TORO	PUSH MOWER	1	\$2,270.30	\$2,270.30
81	112-6841-03	TORO	BLADE;LAWN MOWER 10603	5	\$24.64	\$123.20
82	EV3100	TURBO TURF	MOTOR ASSEMBLY(1" 3/4 SECOND 3 WIRE)	1		\$0.00
83	125-528-1	WALBRO	FILTER;FUEL	100	\$3.16	\$316.00
84	375-301	ECHO	BLADE;ECHO EDGER(720237001)STENS	365	\$1.00	\$365.00
85	VP6202	ETHANOL FREE FUEL	FUEL;SMALL ENGINE 4 CYCLE(5 GALLON)	450	\$110.49	\$49,720.50
86	VP6232	ETHANOL FREE FUEL	FUEL;SMALL ENGINE 50;1(5 GALLONS)	255	\$110.49	\$28,174.95
87	VP348	ETHANOL FREE FUEL	SPOUT;VP FUEL	25	\$17.75	\$443.75
88	100-784	HONDA	FILTER;AIR(HONDA 17210-ZE1-517)	40	\$8.77	\$350.80
89	100-818	HONDA	ELEMENT;AIR CLEANER(HONDA 17210-ZE2-515)	15	\$10.72	\$160.80
90	605-496	HUSQVARNA	FILTER;AIR,KIT(HUSQ 506347002)	1	\$38.37	\$38.37
91	120-523	KOHLER	FILTER;OIL(12 050-01S KOHLER& BS 492932S	15	\$11.04	\$165.60
92	100-016	KOHLER	FILTER;AIR(KOHLER 47 833 03-S1)	10	\$6.89	\$68.90
93	102-853	KOHLER	FILTER;AIR(KOHLER #14 083 15-S)	10	\$4.31	\$43.10
94	248-030	MCLANE	BELT;DRIVE,MCLANE EDGER	5	\$10.42	\$52.10
95	102-087	MIKASA	FILTER;AIR(MIKASA)	5	\$11.81	\$59.05
96	345-314	TORO	BLADE;MOWER(23-2410-03 TORO)	55	\$21.85	\$1,201.75
97	302-462	TORO	BLADE;MOWER,PUSH,22"(TORO RECYCLER)	10	\$14.10	\$141.00
98	610-333	WALBRO	FILTER;FUEL/STENS(125-527-1 WALBRO)	75	\$1.92	\$144.00
					Total:	\$153,708.51

Exhibit "A"
Attachment C- Bid Sheet
Small Engine Parts and Repair
IFB 24-006

PART II - ADDITIONAL SERVICES AND PRICING (This section will be not evaluated but will become part of the contract)

Percent off Catalog

ITEM No.	CATALOG NAME	PERCENT OFF CATALOG		ITEM No.	CATALOG NAME	PERCENT OFF CATALOG
1	BILLY GOAT	20%		26	POWER TRIM	15%
2	BRIGGS & STRATTON	15%		27	PREMIXED FUEL	15%
3	CHAMPION	15%		28	REDMAX	15%
4	ECHO	20%		29	RIDIG	15%
5	ETHANOL FREE FUEL	15%		30	ROBIN SUBARU	15%
6	EZ-GO			31	ROTARY	15%
7	FRONTIER			32	RYOBI	15%
8	GENERAC	15%		33	SCAG	15%
9	GRACO			34	SNAPPER	15%
10	HONDA	15%		35	STENS	15%
11	HUSQVARNA	15%		36	STIHL	15%
12	JOHN DEERE			37	STONE	
13	KAWASAKI	15%		38	SURARU	15%
14	KOHLER	15%		39	TECUMSEH	15%
15	KUBOTA			40	TEMPEST	15%
16	LAWN BOY	15%		41	THROTTLE	
17	MAKITA	15%		42	TORO	15%
18	MARUYAMA	15%		43	TROY BILT	15%
19	MASPORT			44	TURBO TURF	
20	MCLANE			45	WACKER	
21	MIKASA			46	WALBRO	15%
22	MTD	15%		47	YAMAHA	
23	NGK	15%		48	YAMOKOYO	
24	OREGON	15%		49	YARD MACHINE	15%
25	POLARIS					

Exhibit "A"
Attachment C- Bid Sheet
Small Engine Parts and Repair
IFB 24-006

Item No.	CATALOGS OFFERED	PERCENT OFF CATALOG
50	ARIENS	10%
51	CORONA	20%
52	EARTH AND TURF	20%
53	EXMARK	15%
54	FERRIS	10%
55	GRAVELY	10%
56	MILWAUKEE	10%
57		
58		
59		
60		

Repair Services

ITEM No.	Description	Price
1	Shop Labor Rate (per hour)	\$125.00
2	Diagnostic Fee - Small Machines (if applicable)	\$0.00
3	Diagnostic Fee - Large Machines (if applicable)	\$0.00
4	Pickup & Delivery (per mile)	\$0.00
5	Minimum Charge for Pickup & Delivery (Flat Fee)	\$0.00
6	Pickup Only (per mile)	\$0.00
7	Minimum Charge for Pickup Only (Flat Fee)	\$0.00
8	Delivery Only (per mile)	\$0.00
9	Minimum Charge for Delivery Only (Flat Fee)	\$0.00
8	Expedited Service (Flat Fee)	\$0.00
Restocking Fee (Percentage or Flat fee)		
1	Restocking Fee	0% \$0.00

COMPANY NAME:

HCOP, LLC (dba Hill Country Outdoor Power)

PRINTED NAME:

Kevin Steller

PHONE NUMBER:

512-994-5828

EMAIL ADDRESS:

kevin.steller@hillcountryoutdoor.com