

EXHIBIT
"A"

CITY OF ROUND ROCK
AGREEMENT FOR THE PURCHASE OF
HYDRAULIC PARTS AND REPAIR SERVICES
WITH
CAPITOL BEARING & HYDRAULICS

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

THAT THIS AGREEMENT for purchase of hydraulic parts and repair services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as "City"), and CAPITOL BEARING & HYDRAULICS, whose offices are located at 3810 Airport Boulevard, Suite C, Austin, Texas 78702 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City has determined there is a need to purchase hydraulic parts and repair services; and

WHEREAS, on January 23, 2014, City entered into a Cooperative Purchasing Agreement with the City of Austin, Texas ("Austin"), pursuant to Section 271.102 of the Texas Local Government Code ("Cooperative Purchasing Agreement"); and

WHEREAS, said Cooperative Purchasing Agreement allows City and Austin to purchase like goods and services and avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Austin has an active competitively bid contract with Vendor for "Hydraulic Hose & Cylinder Parts & Repair Services;" and

WHEREAS, City desires to purchase off of Austin's bid from Vendor for the provision of said goods, as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and/or services and Vendor is obligated to provide same.

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

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

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

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

F. **Vendor** means Capitol Bearing & Hydraulics, its successor or assigns.

2.01 EFFECTIVE DATE AND TERM

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

B. The initial term of this Agreement shall expire on August 19, 2023. In the event Austin renews its contract with Vendor for the contract's last optional twelve (12) renewal term, this Agreement shall automatically renew for one (1) additional twelve (12) month term and shall terminate on August 19, 2024. However, in the event Austin does not renew its contract with Vendor for the last optional twelve (12) month term, this Agreement shall not be extended past the initial term.

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.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

A. The goods and/or services which are the subject matter of this Agreement are described in Exhibit "A," attached hereto and incorporated herein by reference, and together with this Agreement, comprise the Contract Documents.

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

4.01 ITEMS

A. The bid items set forth in Exhibit "A" are awarded to Vendor through this Agreement.

B. Vendor shall satisfactorily provide all items described in Exhibit "A" within the contract term specified. A change in any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid written Supplemental Agreement approved by both parties.

5.01 COSTS

A. In consideration for the services to be performed by Vendor, City agrees to pay Vendor the amounts set forth in the attached Exhibit "A."

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. 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); however, this Policy does not apply to payments made by City in the event:

- A. 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
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between 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
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 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.

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 INSURANCE

Vendor shall meet all insurance requirements set forth on the City's website at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.01 CITY'S REPRESENTATIVES

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

Chad McDowell
Director of General Services
212 Commerce Cove
Round Rock, Texas 78665
512-341-3191
cmcdowell@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor 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.

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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, 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 such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay 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.

17.01 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.

18.01 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 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 terms 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 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 provision in the contract 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 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 provision in the contract 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.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Capitol Bearing & Hydraulics
764C Airport Boulevard
Austin, TX 78702

Notice to City:

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

AND TO:

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 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, duly authorized by action of the City Manager or City Council.

23.01 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.

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor 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 Vendor'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 Vendor 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 Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Capitol Bearing & Hydraulics

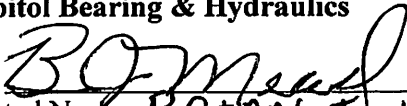
By: 
Printed Name: BRIAN J. MEAD
Title: CEO
Date Signed: 5-30-2023

Exhibit "A"

Capitol Bearings & Hydraulics



BID SHEET
CITY OF AUSTIN
HYDRAULIC HOSE & CYLINDER PARTS & REPAIR SERVICES
INCLUDING MOBILE ROADSIDE REPAIRS

SOLICITATION NO. 7800-DCM1002

BUYER: Diana McIntosh

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. Offerors must bid on all items in a Category to be considered for award of that Category. Be advised, a "no bid" or no response (space left blank) will be considered as non-responsive for that Category and will result in disqualification for award of that Category.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs ["With the Exception of Code Red"] (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

CATEGORY 1 - REPAIRS MADE AT CONTRACTOR'S FACILITY**1A - LABOR RATES**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1A.1	LABOR RATE PER HOUR FOR REPAIR SERVICES (NORMAL BUSINESS HOURS)	HOUR	2,500	\$ 83.33	\$ 208,325.00
1A.2	LABOR RATE PER HOUR FOR REPAIR SERVICES (AFTER NORMAL BUSINESS HOURS)	HOUR	250	\$ 183.33	\$ 45,832.50
SUBTOTAL FOR CATEGORY 1A =					\$ 254,157.50

1B - SPECIFIED SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1B.1	FLAT FEE FOR ROUND TRIP PICKUP AND DELIVERY OF HOSES/CYLINDERS	EA	50	\$ 0.00	\$ 0.00
1B.2	FLAT FEE FOR EXPEDITED SERVICES	EA	25	\$ 0.00	\$ 0.00
1B.3	FLAT FEE FOR EMERGENCY SERVICES	EA	5	\$ 75.00	\$ 375.00
1B.4	CODE RED SHIPPING CHARGES	CITY'S ESTIMATED SPEND AMOUNT			\$1,000.00
SUBTOTAL FOR CATEGORY 1B =					\$1,000.00

1C - MATERIALS PRICING**SECTION 1C -- MATERIALS PRICING**

The City estimates an annual spending need of \$155,000 for Hydraulic Hose & Cylinder Parts.

The percentage markup to costs listed shall be the minimum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs off a price list as indicated below. The percentage markup to costs given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup rates and shall not be paid separately.

A bid of "0" (zero) will be interpreted by the City as a zero percent (0%) markup or discount.

The funding amount is an estimate and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
1C.1	PERCENT MARKUP TO DEALER COST (The City estimates an annual spending need of \$155,000 for Hydraulic Hose & Cylinder Parts)	See attached note 0.00%	\$155,000.00
SUBTOTAL FOR CATEGORY 1C =			\$155,000.00

TOTAL EXTENDED PRICE FOR CATEGORY 1 = \$156,000.00

CATEGORY 2 - MOBILE ROADSIDE REPAIRS**2A - LABOR RATES**

Exhibit "A"

Capitol Bearings & Hydraulics

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2A 1	LABOR RATE PER HOUR FOR MOBILE REPAIR SERVICES (NORMAL BUSINESS HOURS)	HOURL	250	\$ NO Bid	-
2A 2	LABOR RATE PER HOUR FOR MOBILE REPAIR SERVICES (AFTER BUSINESS HOURS)	HOURL	30	\$ NO Bid	-
SUBTOTAL FOR CATEGORY 2A =					\$ -

2B - SPECIFIED SERVICES					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2B 1	SERVICE CALL FEE FOR MOBILE ROADSIDE REPAIRS	EA	250	\$ NO Bid	-
2B 2	FLAT FEE FOR EXPEDITED SERVICES	EA	25	\$ NO Bid	-
SUBTOTAL FOR CATEGORY 2B =					\$ -

2C - MATERIALS PRICING			
SECTION 2C -- MATERIALS PRICING The City estimates an annual spending need of \$15,000 for Hydraulic Hose & Cylinder Parts The percentage markup to costs listed shall be the minimum amount offered for the category line throughout the term of the contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these parts shall be based off a markup to costs off a price list as indicated below. The percentage markup to costs given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the parts to the Austin, TX area. These costs shall be factored into the markup rates and shall not be paid separately. A bid of '0' (zero) will be interpreted by the City as a zero percent (0%) markup or discount. The funding amount is an estimate and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as-needed and specified by the City for each order.			
ITEM NO.	ITEM DESCRIPTION	MARKUP TO COSTS (PERCENTAGE)	EXTENDED PRICE
2C 1	PERCENT MARKUP TO DEALER COST (The City estimates an annual spending need of \$15,000 for Hydraulic Hose & Cylinder Parts)	0.00%	\$15,000.00

TOTAL EXTENDED PRICE FOR CATEGORY 2C =	\$ 15,000.00
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TOTAL EXTENDED PRICE FOR CATEGORIES 1 THRU 2 =	\$171,000.00
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CATEGORY 3 - CONFIRMATION OF REQUIREMENTS			
3 1	Respondent has a minimum of two (2) service technicians fully qualified to perform repair services for Hydraulic Hoses and/or Cylinders? (Section 3.2)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3 2	Respondent's repair facility is able to provide expedited repairs? (Section 8.0)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3 3	Respondent is a manufacturer authorized parts distributor, dealer, or reseller for the Eaton brand of parts, or a buyer-approved equal brand? (Section 3.3)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3 4	Respondent has a minimum of three (3) consecutive years of experience providing hydraulic hose and cylinder parts and repair services in the automotive application within the last five (5) years. Hydraulic Hose and Cylinder Parts and Repairs at Contractor's Facility? (Section 4.1.1)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3 5	Respondent operates a full-time repair facility that is equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide services for the specified hydraulic parts. Hydraulic Hose and Cylinder Parts and Repairs at Contractor's Facility? (Section 4.1.2)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3 6	State the distance your Repair Facility is to the Texas State Capitol	4 Miles	
3 7	Respondent maintains a storage area that is reasonably secure from vandalism or theft for all City vehicles/equipment in the Contractor's possession. Hydraulic Hose and Cylinder Parts and Repairs at Contractor's Facility? (Section 4.1.3)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3 8	Respondent has a minimum of three (3) consecutive years of experience providing mobile roadside service for hydraulic hose and cylinders repair services in the automotive application within the last five (5) years. Mobile Roadside Service for Hydraulic Hose & Cylinders? (Section 5.1.1)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3 9	Respondent operates a full-time mobile repair facility that is equipped with all tools, diagnostic equipment, and supplies necessary to repair and provide services for the specified hydraulic parts. The repair facility shall be located within fifty (50) miles of the Texas State Capitol with the ability to be reached by email and telephone? (Section 5.1.2)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3 10	State the distance your Mobile Repair Facility is to the Texas State Capitol.	N/A Miles	

DELIVERY TERMS DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED
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Exhibit "A"

NUMBER OF DAYS AFTER RECEIPT OF ORDER THE OFFEROR SHALL DELIVERY THE ITEMS TO THE CITY		Same or next day
DELIVERY METHOD	<input type="checkbox"/> COMMON CARRIER (FedEx, UPS) <input checked="" type="checkbox"/> VENDOR DELIVERY	
COMPANY NAME	Capitol Bearing & Hydraulics	
EMAIL ADDRESS	Mott@capitolbearing.com	