



- (1) This Agreement;
  - (2) Vendor's Proposal;
  - (3) City's Request for Proposals, Addenda, exhibits, and attachments.
- B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means Coufal-Prater Equipment, LLC, or any 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 indicated herein or is terminated or extended as provided herein.
- B. The term of this Agreement shall be for sixty (60) months from the Effective Date
- 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**

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

The Services which are the subject matter of this Agreement are described in Exhibit "A" which is fully a part of this Agreement as if repeated herein in full.

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

- A. All items in "Attachment C – Cost Proposal Sheet" of Exhibit "A" are awarded to Vendor.
- B. Vendor shall satisfactorily provide all Services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this

Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

## **5.0 COSTS**

A. In consideration for the Services to be performed by Vendor, City agrees to pay Vendor the amounts set forth in "Attachment C – Cost Proposal" of Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed \$625,000.00 for the term of this Agreement.

## **6.0 INVOICES**

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

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

## **7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

A. 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.

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

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

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement 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.

## **9.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives the 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 services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

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

## **10.0 GRATUITIES AND BRIBES**

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

## **11.0 TAXES**

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

## **12.0 INSURANCE**

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

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

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

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

Jorge Garza, Supervisor – Parts Inventory  
General Services Department  
212 Commerce Boulevard  
Round Rock, TX 78664  
(512) 352-5296  
[jgarza@roundrocktexas.gov](mailto:jgarza@roundrocktexas.gov)

### **14.0 RIGHT TO ASSURANCE**

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

### **15.0 DEFAULT**

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

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

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

### **16.0 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon 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.

## **17.0 INDEMNIFICATION**

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

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

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

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

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

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

## **19.0 ASSIGNMENT AND DELEGATION**

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

## **20.0 NOTICES**

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

1. When delivered personally to recipient's 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:**

Coufal-Prater Equipment, LLC  
7736 Central Park Drive  
Waco, TX 76712

### **Notice to City:**

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

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

## **21.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE**

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

## **22.0 EXCLUSIVE AGREEMENT**

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

## **23.0 DISPUTE RESOLUTION**

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

## **24.0 SEVERABILITY**

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

## **25.0 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

**Coufal-Prater Equipment, LLC**

By: Curtis Abel  
Printed Name: Curtis Abel  
Title: Government Sales Manager  
Date Signed: 1/29/2026

**City of Round Rock, Texas**

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

**For City, Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

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

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



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

**REQUEST FOR PROPOSAL (RFP)**

**JOHN DEERE AGRICULTURAL EQUIPMENT REPAIR  
PARTS AND SERVICES**

**SOLICITATION NUMBER 25-020 - REBID**

**JUNE 2025**

Exhibit "A"

City of Round Rock  
John Deere Agricultural Equipment Repair Parts and Services  
RFP No. 25-020 - REBID  
Commodity Code: 022-49 / 929-31  
JUNE 2025

**JOHN DEERE AGRICULTURAL EQUIPMENT REPAIR PARTS AND REPAIR SERVICES  
PART I  
GENERAL REQUIREMENTS**

- 1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced and qualified to supply and deliver original equipment manufacturer (OEM) parts and perform repair services for John Deere agricultural equipment.

The City intends to award a single contract with a not-to-exceed amount of \$625,000.00.

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

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-10
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 11-13
Attachment A – Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C – Cost Proposal Sheet	Separate Attachment

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

EVENT	DATE
Solicitation released	June 11, 2025
Deadline for submission of questions	June 20, 2025 @ 5:00 PM, CST
City responses to questions or addendums	Approx June 23, 2025 @ 3:00 PM, CST
Deadline for submission of responses	July 9, 2025 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

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

<https://roundrocktexas.bonfirehub.com>

- 4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

## Exhibit "A"

City of Round Rock  
John Deere Agricultural Equipment Repair Parts and Services  
RFP No. 25-020 - REBID  
Commodity Code: 022-49 / 929-31  
JUNE 2025

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.
  - C. Responses cannot be altered or amended after digital opening.
  - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
  - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
  - G. Late responses will not be considered.
6. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).  
In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
  - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
    - i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
    - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
    - iii. You must submit your protest in writing and must include the following information:

## Exhibit "A"

City of Round Rock  
John Deere Agricultural Equipment Repair Parts and Services  
RFP No. 25-020 - REBID  
Commodity Code: 022-49 / 929-31  
JUNE 2025

- a. your name, address, telephone number, and email address.
  - b. the solicitation number.
  - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
  - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
  - e. a statement of any issues of law or fact that you contend must be resolved; and
  - f. a statement of the argument and authority that you offer in support of your protest.
- iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
  - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
  - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

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

## Exhibit "A"

City of Round Rock  
John Deere Agricultural Equipment Repair Parts and Services  
RFP No. 25-020 - REBID  
Commodity Code: 022-49 / 929-31  
JUNE 2025

### 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/>

## Exhibit "A"

City of Round Rock  
John Deere Agricultural Equipment Repair Parts and Services  
RFP No. 25-020 - REBID  
Commodity Code: 022-49 / 929-31  
JUNE 2025

### PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing John Deere agricultural equipment repair parts and qualified to perform repair services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. Be an authorized John Deere distributor and service facility within 75 miles of the City of Round Rock Fleet Maintenance Services Department.
  - C. Have a facility large enough to accommodate their current workload as well as the additional workload resulting from award of this contract.
  - D. 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.
  - 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.
  - F. Respondent warrants and agrees that all materials supplied herein shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and requirements of Underwriters Laboratories Incorporated, all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and requirements, and agrees upon request, to furnish the City a certificate of compliance upon request.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in John Deere agricultural equipment repair parts and repair services.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
  - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
  - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
  - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:

## Exhibit "A"

City of Round Rock  
John Deere Agricultural Equipment Repair Parts and Services  
RFP No. 25-020 - REBID  
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JUNE 2025

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
  - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
  - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
- Pricing for materials and services shall be reflected in Attachment C- Cost Proposal Sheet under the individually called out items as well as a percent discount (%) off brand catalogs. The percentage discount (%), if any, will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of the supplier's receipt to be included. Failure to provide the contracted discount on an invoice may result in payment at Contractor's cost.
7. **PRICE INCREASE:** Contract prices for John Deere Agricultural Equipment Repair Parts and Repair Services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
  - B. **Procedure to Request Increase:**
    - i. Email the written price increase request to [purchasing@roundrocktexas.gov](mailto:purchasing@roundrocktexas.gov) with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
    - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

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**11. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

**12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

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

**Marshall Reynolds**  
**Specification Writer**  
**Fleet Maintenance**  
**Phone: 512-218-5571**  
**E-mail: mreynolds@roundrocktexas.gov**

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

**13. INTERLOCAL PURCHASING AGREEMENTS:**

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

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### PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms qualified to supply and deliver original equipment manufacturer (OEM) parts and perform repair services for John Deere agricultural equipment.
2. **MATERIAL SPECIFICATIONS:**
  - A. **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**

    - i. All parts shall be shipped and delivered complete unless arrangements for partial shipments are made in advance.
    - ii. All parts shipped and delivered shall include a shipping/delivery ticket showing the description of each item, quantity, and unit price.
    - iii. 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.
    - iv. For items that are not normally expected to be stocked and for which shipping charges are required for delivery, the shipping charges shall be prepaid and added to each invoice at Contractor's cost and as supported by their freight invoice. The City reserves the right to audit the Contractor's freight invoice to confirm accuracy of charge on the invoice to the City.
    - v. All goods shall be received and signed for by a City authorized representative upon delivery.
  - B. **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.
  - C. **Warranty:** All goods shall be warranted against defects in material and workmanship for a period of no less than 12 months beginning with the date of installation of the part as evidenced by the City's work order. If the manufacturer's standard warranty exceeds twelve months, then the manufacturer's standard warranty shall be in effect. The successful Respondent shall furnish a copy of the manufacturer's warranty at time of delivery.
  - D. **Product:** Unless otherwise agreed upon, all materials and repair parts shall be new except core components on renewed assemblies.
    - i. Repair materials and parts shall be new unless alternative "after- market" or used parts were specifically approved by the City's designated representative in advance.
    - ii. All repair parts and materials used must be certified by their manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.

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3. **SERVICE REQUIREMENTS:** The City may require the Contractor to pick up equipment or the City may request the Contractor to come on site for repair of equipment. This will be determined by the City Representative prior to the Contractor being contacted. The Contractor must provide a written estimate to the City's designated representative within 24 business hours. Repair work shall not commence until the Contractor has received a City-issued purchase order number. Contractor must quality-inspect all equipment after completion of repairs for conformance to original manufacturer's standards and configuration before returning the equipment to the City.
  - A. **Hidden Damages:** During the course of repair if additional damages are found that were not included in the original estimate; the Contractor shall contact the City's Fleet Operations Manager or designated vehicle maintenance staff member and provide a written revision to the original estimate and obtain authorization for the additional repairs and/or parts needed before additional charges occur.
  - B. **Estimates:** In all cases, repairs shall only be compensated to the extent specified in the written repair estimate or City-approved modified repair estimate provided to the City's designated representative. Estimates shall include the Vehicle Identification Number (VIN) or Serial Number as applicable of each vehicle, an itemized list or description of work to be performed, the estimated number of hours to complete the repairs, an itemized list of parts with each associated cost, the estimated labor to perform the repairs, and an estimated completion time.
  - C. **Out-of-service time:** Out-of-service time due to repairs is of great concern to the City. The Contractor shall agree to give priority to repair of the City's equipment. Upon acceptance of the Contractor's estimate the City will require a turnaround time of two weeks for completion of any repairs on City equipment. Any delays in this completion must be communicated with the City's point of contact on a weekly basis.
  - D. **Invoicing:** All invoices must clearly indicate the City's assigned purchase order number, Vehicle Identification Number (VIN) or Serial Number as applicable, date of repair, itemized labor and parts charges, and supplies receipt indicating percent discount off MSRP to ensure contractual compliance with the stated bid sheet percent discount.
  - E. **Warranty:** Contractor shall provide, at minimum, a warranty of one year on parts and labor.
  - F. **Damage:** The Contractor shall be held responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
4. **CITY RESPONSIBILITIES:** The City will-
  - A. Coordinate with the Contractor for all scheduled pick up and drop off dates for City equipment.
  - B. Provide electrical outlets used to complete tasks.
  - C. Coordinate delivery with the Contractor.
  - D. Provide site access to the Contractor if on-site repairs are necessary.
  - E. Will provide associated work order, if necessary, to the Contractor to ensure warranty claims are made within acceptable time frames.

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### PART V PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

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

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

- o Attachment A- Proposal Submittal Form
- o Attachment B- Reference Sheet
- o Attachment C- Cost Proposal Sheet
- o Acknowledged Addenda (if applicable)
- o Segment requirements listed below.
- o A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- o List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City.

### 3. **EVALUATION CRITERIA:**

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

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

#### B. **Segment 2 – Cost Proposal:** Complete all highlighted cells on Attachment C – Cost Proposal. All lines must be completed to be considered responsive.

- i. Hourly rates quoted shall be inclusive of all costs other than materials.
- ii. No additional delivery costs are permitted for items expected to be "in-stock." Transportation costs shall be included in the bid price provided or the percentage discount off MSRP listed on the cost proposal sheet.
- iii. No Fuel surcharges or mileage charges shall be permitted. Transportation costs shall be included in the bid price provided, hourly rate, or the percentage discount off MSRP listed on the cost proposal sheet.

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

- | A. Evaluation Criteria:   | Weights:         |
|---|------------------|
| <ul style="list-style-type: none"><li>• Company Work Experience and Personnel (Segment 1)</li><li>• Cost Proposal (Segment 2)</li></ul> | 60 pts<br>40 pts |
| Maximum Weight:   | 100 pts          |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

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

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

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6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
  - A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
  - B. Provide City contact(s) information for implementation of the Agreement.
  - C. Identify specific milestones, goals, and strategies to meet objectives.

**Attachment C- Cost Proposal Sheet**  
**John Deere Agricultural Equipment Repair Parts and Services**  
**RFP 25-020**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 25-020. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive. A value of "0" will be entered as no-cost to the City. 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.

Totals below are for evaluation only. The City intends to award a single contract with a not-to-exceed amount of \$625,000.00

No.	Part #	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
<b>Section 1: John Deere Commonly Used Parts</b>						
1	M83541	BUSHING	Exhibit "A" 15	Each	\$6.46	\$96.90
2	14M7400	NUT:LOCK	15	Each	\$2.54	\$38.10
3	14M7401	NUT:STEERING LOCK SCREW	15	Each	\$1.95	\$29.25
4	19M7793	SCREW:CAP	15	Each	\$6.28	\$94.20
5	19M8093	SCREW	15	Each	\$5.97	\$89.55
6	19M8598	WASHER	15	Each	\$9.29	\$139.35
7	24M7178	FENDER (03 GATOR 4X2) CAP	15	Each	\$1.19	\$17.85
8	M113113	FRONT HUB (03 GATOR E26G)	15	Each	\$287.46	\$4,311.90
9	M113879	BUSHING:JD GATOR ABSORBER	15	Each	\$7.29	\$109.35
10	14M7401	NUT:STEERING LOCK	15	Each	\$1.95	\$29.25
11	M142426	KINGPIN:12MM	15	Each	\$59.32	\$889.80
12	JDG1641	TOOL:REMOVAL CLUTCH GATOR	15	Each	\$61.33	\$919.95
13	M142525	BOLT:STEERING BUSHING	15	Each	\$13.14	\$197.10
14	AM117584	FILTER:FUEL(16 XUV 8251 S4)JD	15	Each	\$17.24	\$258.60
15	LG270	MAINTENANCE KIT(18 XUV825M 54 )	15	Each	\$81.76	\$1,226.40
16	W53874	JOHN DEERE BLADE:JD709 MOWER(NEW STYLE)	15	Each	\$50.85	\$762.75
17	VG11667	SPINDLE	15	Each	\$151.56	\$2,273.40
18	M149676	SPLASH GUARD	15	Each	\$14.77	\$221.55
19	AM148431	PEDAL KIT	15	Each	\$191.40	\$2,871.00
<b>Section 1 Total:</b>						<b>\$14,576.25</b>
No.	Description		Estimated Quantity	Unit	Unit Cost	Extended Total
<b>Section 2: John Deere Rate for Repair</b>						
20	Hourly Rate for Repair Services		100	Hour	\$190.00	\$19,000.00
<b>Section 2 Total:</b>						<b>\$19,000.00</b>
<b>Annual Total (Section 1 &amp; 2):</b>						<b>\$33,576.25</b>

<b>Section 3: Percent Discount for Items in catalog but not previously listed (NOTE: This section will not be evaluated but will become part of the contract)</b>	
Percent Discount (%) off MSRP Catalog for John Deere OEM parts	0%
<b>The City of Round Rock reserves the right to order other products from the attached MSRP Catalog</b>	

COMPANY NAME: United Ag & Turf

PRINTED NAME: Curtis Abel

PHONE NUMBER: 512-352-5296 Taylor Store

EMAIL ADDRESS: Government@Unitedagt.com