

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
SMALL ENGINE PARTS AND EQUIPMENT
WITH
LONGHORN OUTDOOR POWER EQUIPMENT**

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 small engine parts and equipment, (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019, 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 LONGHORN OUTDOOR POWER EQUIPMENT, whose offices are located at 2001 Enterprise Drive, Suite 120, Round Rock, Texas 78664 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase small engine parts and equipment and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has selected the Bid submitted by the Vendor; 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, 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 is obligated to buy specified goods and Vendor is obligated to sell said goods. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 19-008, dated January 2019; (b) Vendor's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

2.01 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement is for sixty months (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods as outlined in the IFB and Response to IFB submitted by Vendor, all as specified in Exhibit "A," attached hereto and 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 IFB and as offered by Vendor in its Response to the IFB.

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

4.01 DUAL PROVIDERS

The parties specifically acknowledge and agree that Vendor shall be considered as one of the two (2) providers for specified goods set forth in the Contract Documents. Vendor 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 Vendor or the other dual provider in whatever order it deems to be the “best value” for the City. 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.

5.01 ITEMS AWARDED; SCOPE OF WORK

A. All bid items listed on “Attachment A – Bid Sheet” in Exhibit “A” are awarded to Vendor.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 19-008 dated January 2019). Vendor has issued its response agreeing to provide all such required goods in all specified particulars. All such referenced documents are included in Exhibit “A.” When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all goods described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to providing goods for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall provide said goods 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.

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

B. Vendor specifically acknowledges and agrees that City is not obligated to purchase any quantity of goods, and City may not expend in excess of **One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) per year** for Vendor’s goods and/or services combined with the dual provider’s goods and/or services for a total not to exceed amount of **Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00)** for the term of this Agreement.

7.01 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
- C. Delivery or performance dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor'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.

9.01 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 goods as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

10.01 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 provision of goods 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, a 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.

11.01 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.

12.01 TAXES

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

13.01 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.

14.01 INSURANCE

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

15.01 CITY'S REPRESENTATIVE

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

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

16.01 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.

17.01 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.

18.01 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.

19.01 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.

20.01 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 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and/or 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 Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any term of this Agreement.

21.01 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.

22.01 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:

Longhorn Outdoor Power Equipment
2001 Enterprise Drive, Suite 120
Round Rock, Texas 78664

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

23.01 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.

24.01 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.

25.01 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.

26.01 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.

27.01 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.

[Signatures on the following page.]

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: _____

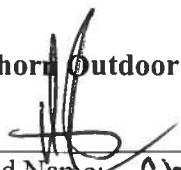
Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Longhorn Outdoor Power Equipment

By:  _____
Printed Name: Chris Thomas
Title: manager
Date Signed: 5/8/2019



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

SOLICITATION NUMBER 19-008

JANUARY 2019

Exhibit "A"

**SMALL ENGINE PARTS
PART I – GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from vendors experienced in providing small engine parts and equipment.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 7-9
Part IV – Specifications	Page 10
Attachment A – Bid Sheet	Page 11
Attachment B – Reference Sheet	Page 12

3. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Yvonne Hopkins, CTCD
Purchaser
Purchasing Division
City of Round Rock
E-mail: yhopkins@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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

EVENT	DATE
Solicitation released	January 18, 2019
OPTIONAL Pre-Bid meeting	Wednesday, January 30, 2019 @ 9:30AM, CST
Deadline for submission of questions	February 1, 2019 @ 5:00 PM, CST
City responses to questions or addendums	February 5, 2019 @ 5:00 PM, CST
Deadline for submission of responses	February 19, 2019 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all 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://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<https://www.roundrocktexas.gov/businesses/solicitations/>.

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> 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.
6. **OPTIONAL PRE-BID MEETING:** An optional pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. It will be conducted on the date specified in PART I, Section 4 – Schedule of Events. This pre-bid meeting is optional.
 - 6.1 Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance.
 - 6.2 Optional Pre-Bid Meeting Location:
City Hall – Executive Conference Room
221 East Main St
Round Rock, Texas 78664
 - 6.3 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the optional pre-bid meeting.
7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 4 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Yvonne Hopkins, CTCD
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**
 - 7.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
 - 7.2 Facsimile or electronically transmitted responses are not acceptable.
 - 7.3 Responses cannot be altered or amended after opening.
 - 7.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 7.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - 7.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original," one (1) identical to the original electronic copy on a flash drive, and three (3) copies of the IFB response. The submittal must include all addendums and requested attachments. The bid response and copies shall be provided at the Respondent's expense and shall become the property of the City.

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

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- 8.1 Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> for any updates pertaining to the solicitation.
- 8.2 Attachment A: Bid Sheet:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- 8.3 Attachment B: Reference Sheet:** 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.
- 9. 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:
- 9.1** Purchase price;
 - 9.2** Reputation of Respondent and of Respondent's goods and services;
 - 9.3** Quality of the Respondent's goods and services;
 - 9.4** The extent to which the goods and services meet the City's needs;
 - 9.5** Respondent's past performance with the City;
 - 9.6** The total long-term cost to the City to acquire the Respondent's goods or services;
 - 9.7** Any relevant criteria specifically listed in the solicitation.
- Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.
- 10. CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
- 10.1** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 10.2** If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
- 11. SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.

- 12. 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

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 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 90 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:
 - 2.1 Be firms, corporations, or partnerships normally engaged in providing small engine parts as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - 2.3 Be authorized by the manufacturer to sell parts and equipment for items included in this solicitation.
3. **WORKFORCE:** Successful Respondent shall:
 - 3.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 3.2 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.
4. **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.
5. **PRICE INCREASE:** Contract prices for parts and equipment 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 15% for any single line item.
 - 5.1 **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/>.
 - 5.2 **Procedure to Request Increase:**
 - 5.2.1 Mail the written price increase request with the rate detail comparison and 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. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

- 5.2.2 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, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
6. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
7. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the items delivered are not in full compliance with the specifications. In the event the items are not to the satisfaction of the City; the vendor shall agree to deliver conforming parts to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed items may be purchased elsewhere, and the respondent will be responsible for the return delivery charge. The City shall not be charged a restocking fee for non-conforming parts.
8. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
- 8.1 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; however, only the specific brands and part numbers listed on the bid sheet will be evaluated for cost.
- 8.2 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, EIA, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
9. **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. The City reserves the right to purchase any item from an alternate source for any reason.
10. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/>.
11. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- 11.1 The method to provide a smooth and orderly transition of goods to the awarded respondent(s);
- 11.2 Provide City contact(s) information for implementation of agreement.
- 11.3 Identify specific milestones, goals, and strategies to meet objectives.

Attachment A - Bid Sheet
Small Engine Parts
IFB No. 19-008
REVISION No. 2 per Addendum No. 2

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 19-008 Small Engine Parts. The Respondent acknowledges that he/she has 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 an amount not to exceed \$130,000 per year. This is an estimate only, the City reserves the right to order more or less.

Special Instructions: Be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids to PART I will not be considered, modification 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. Items listed for evaluation must be OEM parts.

Attachment A - Bid Sheet REVISION 2 per Addendum No. 2

Signature required at the end of this Excel document

PART 1 - MAKE/BRAND

ITEM No.	PART NUMBER	MAKE/BRAND	DESCRIPTION	Estimated Annual Qty	UNIT COST	EXTENDED TOTAL
Section 1 - Billy Goat						
1	KV650SPH	BILLY GOAT	LEAF/TRASH VAC	1	\$ 1,150.00	\$ 1,150.00
					Section 1 Total:	\$ 1,150.00
Section 2 - Briggs and Stratton						
1	030622	BRIGGS & STRATTON	GENERATOR, 5000 WATT (BRIGGS & STRATTON)	1	\$ 700.00	\$ 700.00
2	796970	BRIGGS & STRATTON	FILTER, AIR (BRIGGS & STRATTON #796970)	10	\$ 8.40	\$ 84.00
3	394358S	BRIGGS & STRATTON	FILTER, FUEL BRIGGS & STRATTON	15	\$ 2.50	\$ 37.50
4	491588S	BRIGGS & STRATTON	FILTER, AIR; (MOWERS ETC.)	30	\$ 2.05	\$ 61.50
					Section 2 Total:	\$ 883.00
Section 3 - Champion						
1	491055T	CHAMPION	PLUG SPARK CHAMPION (RC14YC)	25	\$ 1.05	\$ 26.25
2	796112	CHAMPION	PLUG SPARK (BRIGGS & STRATTON) CHAM RJ19LM	25	\$ 1.00	\$ 25.00
					Section 3 Total:	\$ 51.25
Section 4 - Echo						
1	SRM-3020T	ECHO	LINE TRIMMER	20	\$ 343.99	\$ 6,879.80
2	PB-770H	ECHO	BACKPACK BLOWER	10	\$ 399.99	\$ 3,999.90
3	PPT-2620	ECHO	POLE SAW	5	\$ 479.99	\$ 2,399.95
4	SRM-2620	ECHO	LINE TRIMMER	10	\$ 263.99	\$ 2,639.90
5	PE-2620	ECHO	EDGER	5	\$ 279.99	\$ 1,399.95
6	PB-2620	ECHO	BLOWER	10	\$ 159.99	\$ 1,599.90
7	SRM 410U	ECHO	BRUSH CUTTER	5	\$ 479.99	\$ 2,399.95
8	99944200907B	ECHO	HEAD, BUMP (TRIMMER)	25	\$ 15.75	\$ 393.75
9	330105075	ECHO (Black Diamond)	ECHO LINE TRIMMER (105" 5LBS)	10	\$ 39.99	\$ 399.90
10	99944200220	ECHO	HEAD, TRIMMER FIXED LINE	15	\$ 15.90	\$ 238.50
11	A226000473	ECHO	FILTER, ECHO PB251 AIR	40	\$ 4.15	\$ 166.00
12	99944200225	ECHO	HEAD, TRIMMER (07 SRM261T) ECHO	10	\$ 20.75	\$ 207.50
13	A021003941	ECHO	CARBURETOR, ECHO PB-770H BLOWER	5	\$ 55.99	\$ 279.95
14	A226001410	ECHO	FILTER, AIR ECHO SRM 230	40	\$ 3.75	\$ 150.00
15	P021049420	ECHO	ASSEMBLY, PE-266 GEAR CASE	5	\$ 65.99	\$ 329.95
16	13031051830	ECHO	FILTER, AIR (LINE TRIMMER) ECHO	30	\$ 3.69	\$ 110.70
17	A411000420	ECHO	COIL, IGNITION (09 PB-500T) ECHO B/P BLOWER	5	\$ 52.45	\$ 262.25
18	12300003662	ECHO	CARBURETOR, WT-409B (ECHO PB210 BLOWER)	5	\$ 49.69	\$ 248.45
19	A021000723	ECHO	CARBURETOR, ASSY (ECHO PE230 EDGER)	5	\$ 46.50	\$ 232.50
20	A226000410	ECHO	FILTER, AIR (11 ECHO PB 770H)	15	\$ 5.65	\$ 84.75
21	90181Y	ECHO	KIT, TUNE UP (17 SRM-2620) ECHO	5	\$ 23.00	\$ 115.00
22	P021003910	ECHO	COIL, IGNITION	5	\$ 33.60	\$ 168.00
23	P021044540	ECHO	GEAR CASE ASSEMBLY (00 SRM230)	1	\$ 79.20	\$ 79.20
24	A226000371	ECHO	FILTER, AIR, PRE (15 SRM280T) ECHO TRIMMER	15	\$ 2.90	\$ 43.50
25	A021000700	ECHO	CARBURETOR, WALBRO WYK-186	5	\$ 50.00	\$ 250.00
26	90137Y	ECHO	FUEL LINE, KIT (08 GWP25)	10	\$ 15.50	\$ 155.00
					Section 4 Total:	\$ 25,234.25
Section 5 - Frontier						
1	SS1035B	FRONTIER	SPREADER	1	\$ 1,200.00	\$ 1,200.00
					Section 5 Total:	\$ 1,200.00

Attachment A - Bid Sheet
Small Engine Parts
IFB No. 19-008
REVISION No. 2 per Addendum No. 2

Section 6 - Honda

1	WT30XK4A	HONDA	TRASH PUMP	1	\$	1,220.00	\$	1,220.00
2	HRC216HXA	HONDA	PUSH MOWER	10	\$	990.00	\$	9,900.00
3	EB2200ITA	HONDA	GENERATOR	1	\$	995.00	\$	995.00
4	HRX217K5VYA	HONDA	PUSH MOWER	1	\$	650.00	\$	650.00
5	16100-ZE2-W71	HONDA	CARBURETOR,ASSEMBLY(96 GX240)HONDA MOTOR	5	\$	56.00	\$	280.00
6	17210-Z1V-003	HONDA	FILER,AIR COMBO(HONDA 17210-ZE7-505)	10	\$	16.35	\$	163.50
7	16210-ZF1-000	HONDA	MUFFLER	5	\$	35.85	\$	179.25
8	16100-ZJ0-892	HONDA	CABURETOR(HONDA 16.0 GX610/V-TWIN)	1	\$	149.99	\$	149.99
9	12000-Z2C-000	HONDA	CYLINDER ASSY(HONDA GSV190)	1	\$	91.00	\$	91.00
							Section 6 Total:	\$ 13,628.74

Section 7 - Kawasaki

1	99969-6426	KAWASAKI	TUNE-UP KIT(KAWASAKI ALL FS CARB ENGINES	5	\$	37.89	\$	189.45
							Section 7 Total:	\$ 189.45

Section 8 - Kohler

1	2509811-S	KOHLER	STARTER,(09 STT61V-27CH) 27HP	1	\$	115.00	\$	115.00
							Section 8 Total:	\$ 115.00

Section 9 - Maruyama

1	261301	MARUYAMA	IGNITION COIL W/ROTOR(01 BC2600)MARUYAMA	5	\$	130.00	\$	650.00
2	265926	MARUYAMA	CARBURETOR MARUYAMA(01 BC2600)	5	\$	100.00	\$	500.00
							Section 9 Total:	\$ 1,150.00

Section 10 - NGK

1	BPM8Y	NGK	PLUG,SPARK(NGK BPM8Y)5574	145	\$	1.29	\$	187.05
2	BPMR7A	NGK	PLUG,SPARK(NGK 462B)	60	\$	1.56	\$	93.60
3	BPR2ES	NGK	PLUG,SPARK(NGK BPR2ES)	35	\$	1.85	\$	64.75
4	CMR6H	NGK	PLUG,SPARK(NGK CMR6H)	20	\$	2.65	\$	53.00
5	CMR5H	NGK	PLUG,SPARK(NGK CMR5H)	15	\$	2.65	\$	39.75
6	CR5HSB	NGK	PLUG,SPARK(CR5HSB)NGK	25	\$	1.56	\$	39.00
7	CMR7H	NGK	PLUG,SPARK(NGK CMR7H)CHAMP 965,RZ7C	20	\$	2.65	\$	53.00
8	BPR5ES	NGK	PLUG,SPARK(NGK 7734)	95	\$	1.67	\$	158.65
9	BPR6ES	NGK	PLUG,SPARK(FOR HONDA ENGINES/BPR6ES)	40	\$	1.67	\$	66.80
							Section 10 Total:	\$ 755.60

Section 11 - Oregon

1	22-530	OREGON	OREGON GATORLINE 130	15	\$	42.50	\$	637.50
							Section 11 Total:	\$ 637.50

Section 12 - Power Trim

1	200	POWER TRIM	EDGER	5	\$	599.99	\$	2,999.95
							Section 12 Total:	\$ 2,999.95

Section 13 - Robin Subaru

1	270-50203-10	ROBIN SUBARU	STARTER,RECGL(03 G4100R)ROBIN ENGINE	1	\$	99.00	\$	99.00
							Section 13 Total:	\$ 99.00

Section 14 - Rotary

1	27-12199	ROTARY	TRIMMER LINE QUAD(130"x675/3 3MMx205M)	20	\$	39.99	\$	799.80
							Section 14 Total:	\$ 799.80

Section 15 - Scag

1	9277	SCAG	TIRE RUN FLAT 13x5.00/3 25(12 SCAG)	10	\$	92.00	\$	920.00
2	482503	SCAG	TIRE ASSEMBLY FRONT(16 STC48V-651FS)	1	\$	115.00	\$	115.00
3	481851	SCAG	WHEEL:24" x12" x12"(17 STII 72V 25KBD)	1	\$	77.00	\$	77.00
4	482-877	SCAG	BLADE,SCAG MOWER	10	\$	12.00	\$	120.00
5	482694	SCAG	BLADE,CUTTER(24.5"RN ELIM)17 SCAG	5	\$	25.00	\$	125.00
							Section 15 Total:	\$ 1,357.00

Section 16 - Stihl

1	TS 700	STIHL	CONCRETE SAW	1	\$	1,130.00	\$	1,130.00
2	MS461	STIHL	RESCUE SAW	5	\$	937.49	\$	4,687.45
3	RB 200	STIHL	PRESSURE WASHER	1	\$	403.19	\$	403.19
4	MS 261	STIHL	CHAIN SAW	5	\$	479.99	\$	2,399.95
5	FS240R	STIHL	LINE TRIMMER	5	\$	461.99	\$	2,309.95
6	BR 700	STIHL	BACKPACK BLOWER	10	\$	423.49	\$	4,234.90
7	0000 350 3500	STIHL	FILTER,FUEL STIHL(MS362)	45	\$	2.27	\$	102.15
8	4238 140 4404	STIHL	FILTER,KIT AIR(STIHL) TS 4103420	10	\$	9.00	\$	90.00
9	1141 120 1604	STIHL	FILTER,AIR(MS261 STIHL)	10	\$	9.20	\$	92.00
10	4112 713 4201	STIHL	BLADE,SAW CIRCULAR STIHL	5	\$	16.50	\$	82.50
11	4224 007 1013	STIHL	FILTER,KIT AIR(16 TS700)STIHL	5	\$	18.25	\$	91.25
12	4282 007 3600	STIHL	FILTER,FUEL,ISSUE PKG OF 2 STIHL(BR500)	10	\$	7.65	\$	76.50
13	0000 350 3502	STIHL	FILTER,FUEL(14 FS240R)STIHL	30	\$	2.20	\$	66.00
							Section 16 Total:	\$ 15,765.84

**Attachment A - Bid Sheet
Small Engine Parts
YFB No. 19-008
REVISION No. 2 per Addendum No. 2**

Section 17 - Tempest

1	DD21-H 6 5	TEMPEST	EMERGENCY VENT FAN	1	\$ 2,799.00	\$ 2,799.00
Section 17 Total:						\$ 2,799.00

Section 18 - Toro

1	22210	TORO	PUSH MOWER	1	\$ 1,621.00	\$ 1,621.00
2	112-8841-03	TORO	BLADE,LAWN MOWER 10603	5	\$ 13.50	\$ 67.50
Section 18 Total:						\$ 1,688.50

Section 19 - Turbo Turf

1	EV3100	TURBO TURF	MOTOR ASSEMBLY(1" 3/4 SECOND 3 WIRE)	1	\$ -	\$ -
Section 19 Total:						\$ -

Section 20 - Walbro

1	125-528-1	WALBRO	FILTER,FUEL	100	\$ 2.55	\$ 255.00
Section 20 Total:						\$ 255.00

Section 21 - Aftermarket / Non-Specific Brands

This section will not be evaluated but will become part of the contract for items not listed that we wish to purchase.

1	375-301	ECHO	BLADE ECHO EDGER(720237001)STENS	365	\$ 0.79	\$ 288.35
2	VP6202	ETHANOL FREE FUEL	FUEL SMALL ENGINE 4 CYCLE(5 GALLON)	450	\$ 54.99	\$ 504.99
3	VP6232	ETHANOL FREE FUEL	FUEL,SMALL ENGINE 50.1(5 GALLONS)	255	\$ 54.99	\$ 504.99
4	VP348	ETHANOL FREE FUEL	SPOUT,VP FUEL	25	\$ 17.19	\$ 429.75
5	100-784	HONDA	FILTER,AIR(HONDA 17210-ZE1-517)	40	\$ 5.75	\$ 230.00
6	100-818	HONDA	ELEMENT AIR CLEANER(HONDA 17210-ZE2-515)	15	\$ 6.99	\$ 104.85
7	605-496	HUSQVARNA	FILTER,AIR,KIT(HUSQ 506347002)	1	\$ 19.99	\$ 19.99
8	120-523	KOHLER	FILTER,OIL(12.050-01S KOHLER& BS 492932S	15	\$ 4.65	\$ 69.75
9	100-016	KOHLER	FILTER,AIR(KOHLER 47 833 03-S1)	10	\$ 3.75	\$ 37.50
10	102-853	KOHLER	FILTER,AIR(KOHLER #14 083 15-S)	10	\$ 2.35	\$ 23.50
11	248-030	MCLANE	BELT,DRIVE,MCLANE EDGER	5	\$ 6.30	\$ 31.50
12	102-087	MIKASA	FILTER,AIR(MIKASA)	5	\$ 5.05	\$ 25.25
13	345-314	TORO	BLADE,MOWER(23-241C-03 TORO)	55	\$ 10.37	\$ 570.35
14	302-462	TORO	BLADE,MOWER PUSH 22"(TORO RECYCLER)	10	\$ 7.95	\$ 79.50
15	610-393	WALBRO	FILTER,FUEL/STENS(125-527-1 WALBRO)	75	\$ 1.86	\$ 139.50
Section Total:						\$ 3,059.77

PART 2 - PERCENT OFF CATALOG

This section will not be evaluated but will become part of the contract for items not listed that we wish to purchase.

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	20%	27	PREMIXED FUEL	30%
3	CHAMPION		28	REDMAX	
4	ECHO	20%	29	RIDIG	
5	ETHANOL FREE FUEL		30	ROBIN SUBARU	
6	EZ-GO		31	ROTARY	30%
7	FRONTIER		32	RYOBI	
8	GENERAC		33	SCAG	20%
9	GRACO		34	SNAPPER	
10	HONDA	15%	35	STENS	30%
11	HUSQVARNA		36	STIHL	20%
12	JOHN DEERE		37	STONE	
13	KAWASAKI	15%	38	SURARU	
14	KOHLER	15%	39	TECUMSEH	
15	KUBOTA		40	TEMPEST	
16	LAWN BOY	27%	41	THROTTLE	
17	MAKITA		42	TORO	27%
18	MARUYAMA		43	TROY BILT	
19	MASPORT		44	TURBO TURF	
20	MCLANE	15%	45	WACKER	
21	MIKASA	15%	46	WALBRO	

Attachment A - Bid Sheet
Small Engine Parts
IFB No. 19-008
REVISION No. 2 per Addendum No. 2

22	MTD			47	YAMAHA	
23	NGK	20%		48	YAMOKOYO	
24	OREGON	20%		49	YARD MACHINE	
25	POLARIS					

Item No.	ADDITIONAL CATALOGS OFFERED	PERCENT OFF CATALOG
50		
51		
52		
53		
54		
55		
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59		
60		

PART 3 - RESTOCKING FEE

This section will not be evaluated but will become part of the contract.

61	Restocking Fee (only applies when the City orders a part in error)	
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PLEASE COMPLETE THE INFORMATION BELOW:

COMPANY NAME

Longhorn outdoor power

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINTED NAME:

Chris Thomas

EMAIL ADDRESS:

longhornoutdoorpower@gmail.com

PHONE NUMBER

512-243-8158

ATTACHMENT B - REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-008

RESPONDENT'S NAME: Chris Thomas

DATE: 2/7/2019

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 City of Cedar Park
Name of Contact Cody Anderson
Title of Contact Parks & Rec. Superintendent
E-Mail Address Cody.Anderson@cedarpark.texas.gov
Present Address 450 Cypress Creek Rd
City, State, Zip Code Cedar Park TX 78613
Telephone Number (512) 401-5520 Fax Number: ()

2. Company's Name University of California, Santa Barbara
Name of Contact Steven Miller
Title of Contact Lead Mechanic grounds
E-Mail Address Steven.Miller@UCSB.Edu
Present Address FM Bldg 584
City, State, Zip Code Santa Barbara CA 93106
Telephone Number (805) 893-2663 Fax Number: ()

3. Company's Name Emerald lawns
Name of Contact Kendall Caldwell
Title of Contact Operations manager
E-Mail Address CaldwellKendal76@gmail.com
Present Address 3567 Rocking J Rd
City, State, Zip Code Round Rock TX 78665
Telephone Number (512) 468-9697 Fax Number: ()

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



**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: IFB 19-008

Addendum No: 2

Date of Addendum: 2/5/2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Solicitation Modifications:

- I.1 Attachment A - Bid Sheet Instructions (page 11 of 12 in the packet) will now include item 1.6 which reads as follows:
"1.6 The respondent shall bid on the OEM items they are authorized by the manufacturer to sell for sections 1-23 of the bid sheet. Incomplete sections or sections containing \$0 will not be evaluated."
- I.2 The bid sheet has been updated to move after-market or non-brand-specific part numbers to Section 21. The OEM requirement will not apply to Section 21 of the bid sheet.

II. Questions:


- Q1 How is this solicitation to be awarded? Is it "winner takes all?"
- A1. Per Part III, Item 10- Award (page 8 of 12 in the packet) states "The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/>. This solicitation may result in multiple awarded vendors.
- Q2. Are we required to bid the aftermarket part numbers shown or can we bid a different aftermarket brand?
- A2. The aftermarket or non-brand-specific part numbers have, to the best of our ability, been pulled out of various sections and included in Section 21 of the bid sheet. Respondents who choose to respond to Section 21 should bid drop-in replacements and include specification documentation that can be used for evaluation of buyer-approved equal. Please indicate alternative part numbers on a separate sheet of paper. Section 21 will not be evaluated but will become part of the contract.
- Q3. If we are not going to bid a section, should we leave it blank or fill in "no bid?"
- A3. Leaving a blank, writing no bid, and putting a 0 all have the same effect- that section will not be considered for evaluation.
- Q4. Can we use Round Rock ISD as one of our references?
- A4. Yes, they are independent of the City's purchasing process.

- III. Extension:** The proposal due date is hereby extended until Tuesday, February 19, 2019 at 3:00 PM CST.

Exhibit "A"

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Yvonne Hopkins, Purchaser
Purchasing Office, 512-218-3228

February 5, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Chris Thomas
Name



Authorized Signature

2/18/19
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"