

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
THE PURCHASE OF JOHN DEERE CONSTRUCTION EQUIPMENT  
REPAIR PARTS AND SERVICES  
WITH  
RDO EQUIPMENT COMPANY**

**THE STATE OF TEXAS**

**CITY OF ROUND ROCK**

**COUNTY OF WILLIAMSON  
COUNTY OF TRAVIS**

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§  
§  
§

**KNOW ALL BY THESE PRESENTS:**

THAT THIS AGREEMENT for purchase of John Deere construction equipment repair parts and services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and RDO EQUIPMENT COMPANY, whose address is 16415 N IH 35, Austin, Texas 78728 (referred to herein as the "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase John Deere construction equipment repair parts and services; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services; and

WHEREAS, the City has determined that the Vendor has submitted the lowest responsible bid and the City desires to procure said goods and services from 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, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.01 DEFINITIONS**

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

The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 20-010 dated May 2020 ("IFB"); (b) Vendor's Response to 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:

- (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.

F. **Vendor** means RDO Equipment Company, its successor or assigns.

## **2.01 EFFECTIVE DATE, TERM**

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

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the goods and services as outlined in the Part IV, Scope of Work, of the IFB, and the Response to IFB submitted by Vendor as described in Attachment A: Bid Sheet in Exhibit "A." The intent of these documents is to formulate an Agreement listing the

responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

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

#### **4.01 ITEMS AWARDED; AND SCOPE OF WORK**

**Items Awarded.** All bid items in Attachment A: Bid Sheet of Exhibit "A" are awarded to Vendor.

**Scope of Work:** For purposes of this Agreement, City has issued documents delineating the required goods and services (specifically IFB 20-010 dated May 2020). Vendor has issued its response agreeing to provide all such required goods and services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. 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.

Vendor shall satisfactorily provide all goods and services described under the attached exhibits within the contract term specified in Section 2.01. Vendor's undertakings shall be limited to providing goods and 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.

#### **5.01 COSTS**

A. In consideration for the goods and services to be performed by Vendor, City agrees to pay Vendor the amounts set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **One Hundred Eleven Thousand Six Hundred Thirty-Five and 35/100 (\$111,635.35) per year** for a total not to exceed amount of **Five Hundred Fifty-Eight Thousand One Hundred Seventy-Six and 75/100 Dollars (\$558,176.75)** for the term of this Agreement.

#### **6.01 INVOICES**

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

- A. Name and address of Vendor;
- B. Purchase Order Number;

- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

#### **7.01 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.

#### **8.01 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 and 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.

#### **9.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or

- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

#### **10.01 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.

#### **11.01 TAXES**

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

#### **12.01 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.

#### **13.01 INSURANCE**

Vendor shall meet all insurance requirements set forth Part II of IFB No. 20-010 and on the City's website at:

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

#### **14.01 CITY'S REPRESENTATIVES**

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

Chad McDowell  
Director of General Services  
212 Commerce Cove  
Round Rock, Texas 78665  
512-341-3191  
[cmcdowell@roundrocktexas.gov](mailto:cmcdowell@roundrocktexas.gov)

## **15.01 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.

## **16.01 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.

## **17.01 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.

#### **18.01 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.

#### **19.01 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 services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

#### **20.01 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.

#### **21.01 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:**

RDO Equipment Company  
16415 N IH 35  
Austin, TX 78728

**Notice to City:**

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

AND TO:

Stephan 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.

**22.01 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.

**23.01 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.

**24.01 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.

**25.01 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.

## **26.01 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 L. White, City Clerk

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

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**RDO Equipment Company**


By:  \_\_\_\_\_  
Printed Name: Rob Duckett  
Title: Parts Department Manager  
Date Signed: 7/20/20

Exhibit "A"



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

**INVITATION FOR BID (IFB)**

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

**SOLICITATION NUMBER 20-010**

**MAY 2020**

## Exhibit "A"

### JOHN DEERE CONSTRUCTION EQUIPMENT REPAIR PARTS AND REPAIR SERVICES PART I GENERAL REQUIREMENTS

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

Description	Index
Part I – General Requirements	Page(s) 1-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13

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

**Amanda Crowell**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5458**  
**E-mail: [acrowell@roundrocktexas.gov](mailto:acrowell@roundrocktexas.gov)**

**Adam Gagnon**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5456**  
**E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@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	May 7 <sup>th</sup> 2020
Deadline for submission of questions	May 21 <sup>st</sup> 2020 @ 5:00 PM, CST
City responses to questions or addendums	Approximately May 26 <sup>th</sup> 2020 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>June 2<sup>nd</sup> 2020 @ 3:00 PM, CST</b>

## Exhibit "A"

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:

<http://www.roundrocktexas.gov/bids>.

5. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> 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. **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: Amanda Crowell  
Purchasing Department  
221 E. Main Street  
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the solicitation title, number, due date and "DO NOT OPEN".
  - B. Facsimile or electronically transmitted responses are not acceptable.
  - C. Responses cannot be altered or amended after 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 and will be returned unopened, if a return address is provided.
7. **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 to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or 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.**

## Exhibit "A"

- **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 <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
  - **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.
  - **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.
8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- A. Purchase price;
  - B. Reputation of Respondent and of Respondent's goods and services;
  - C. Quality of the Respondent's goods and services;
  - D. The extent to which the goods and services meet the City's needs;
  - E. Respondent's past performance with the City;
  - F. The total long-term cost to the City to acquire the Respondent's goods or services;
  - G. Any relevant criteria specifically listed in the solicitation.
  - H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.
- Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.
9. **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
- A. 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.
  - B. 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.
10. **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.

**Exhibit "A"**

- 11. 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)

## Exhibit "A"

### 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, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:  
<https://www.roundrocktexas.gov/departments/purchasing/>
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/departments/purchasing/>

## Exhibit "A"

### 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 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:
  - A. Be firms, corporations, individuals or partnerships normally engaged in providing John Deere construction 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. Must be an authorized John Deere distributor and service facility within 75 miles of the City of Round Rock Fleet Maintenance Services Department;
  - C. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment, or materials lost or damaged during the performance of the services specified herein;
  - D. 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;
  - E. 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 construction 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 successful Respondents' obligations under this paragraph.

**Exhibit "A"**

5. **WORKFORCE**: Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
  - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
  - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING**: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management unless otherwise expressly approved in writing by the City's designated representative. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE**: Contract prices for John Deere Construction 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.
- 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. 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**
    - 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. **PERFORMANCE REVIEW**: The City reserves the right to review the awarded respondents' performance at any time during the contract term.
9. **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 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 vendor 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.

**Exhibit "A"**

- 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.
- A. A City representative will contact the successful Respondent by e-mail, fax, or telephone to place an order for parts. The request will include the part numbers, parts description, delivery requirements, and a unique delivery order number.
  - B. **A minimum order quantity will not be permitted.**
  - C. Backordered parts shall be delivered within five (5) working days. The successful Respondent shall notify the ordering City representative by telephone immediately to advise when the part will be available. If the successful Respondent cannot provide the backordered part within five (5) working days, the City reserves the right to purchase the part on the open market.
  - D. The successful Respondent shall provide, upon request, a monthly/quarterly/yearly total of all parts purchased by the City. The report shall include date purchased, invoice number, part number, part description, price per part, and total dollar amount for all parts purchased
- 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://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.
- 12. POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- A. The method to provide a smooth and orderly transition of services performed from the current contractor;
  - B. Provide City contact(s) information for implementation of agreement.
  - C. Identify specific milestones, goals and strategies to meet objectives.
- 13. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
  - B. The City's designated representative:  
**Marshall Reynolds**  
**Fleet Operations Manager**  
**General Services**  
**Phone: (512) 218-5571**  
**E-mail: [mreynolds@roundrocktexas.gov](mailto:mreynolds@roundrocktexas.gov)**
- 14. 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. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
  - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

**Exhibit "A"**  
  
**PART IV**  
**SCOPE OF WORK**

**1. INTRODUCTION:**

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 construction equipment.

**2. CONTRACTOR RESPONSIBILITIES:**

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.
  - vi. No additional delivery costs are permitted for items expected to be "in-stock."  
**Transportation costs shall be included in the bid price provided or percent discount off MSRP listed on the bid sheet.**
  - vii. No Fuel surcharges or mileage charges shall be permitted. **Transportation costs shall be included in the bid price provided or percent discount off MSRP listed on the bid sheet.**
- 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.

**E. CONTRACTOR REPAIR FACILITY REQUIREMENTS:**

- i. The awarded Contractor shall have a facility large enough to accommodate their current workload as well as the additional workload resulting from award of this contract. Contractor shall provide daily, year-round service regardless of weather conditions.
- ii. Shall be within 75 miles of City of Round Rock fleet facilities which are located at:

**City of Round Rock Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664**

**F. SERVICE REQUIREMENTS:**

- i. 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.
- ii. **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.
- iii. **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.
- iv. **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.
- v. **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.
- vi. **Warranty:** Contractor shall provide, at minimum, a warranty of one year on parts and labor.
- vii. **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

**3. CITY RESPONSIBILITIES:** The City will:

- A. Coordinate with the Contractor for all scheduled pick up and drop off dates for City equipment.
- B. Coordinate delivery with the Contractor.
- C. Provide site access to the Contractor if on-site repairs are necessary.
- D. Will provide associated work order, if necessary, to the Contractor to ensure warranty claims are made within acceptable time frames.

## Exhibit "A"

### ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 20-010 John Deere Construction Equipment Repair Parts and Repair Services in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
  - A. In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 4 – Schedule of Events.
  - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
  - C. 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://roundrock.munisselfservice.com/Vendors/default.aspx>.
  - D. By the signature affixed on Attachment A- Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
  - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

**Attachment A- Bid Sheet**  
**John Deere Construction Equipment Repair Parts and Services**  
**IFB # 20-010**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 20-010 John Deere Construction Equipment Repair Parts and Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

**Special Instructions:** It is the City's intent to award a single contract for John Deere Construction Equipment Repair Parts and Services. All prices must be quoted in each section in order to be considered responsive. A value of "0" will be interpreted as no-cost to the City. Be advised that exceptions taken to any portion of the solicitation or any unauthorized changes to the cost proposal sheet will jeopardize acceptance of your offer. The City reserves the right to purchase more or less than the quantities indicated below.

**Section I: John Deere Repair Parts for Construction Equipment**

No.	Part Number	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	T209428	KEY;NEWER(J.D.SKID LOADER)	20	Each	\$4.43	\$88.60
2	T230WTL	TOOTH;BUCKET,TWIN TIGER(JD 410L)	20	Each	\$19.17	\$383.40
3	AL168711	END;INNER TIE ROD	20	Each	\$120.37	\$2,407.40
4	AL113451	GASKET	20	Each	\$23.96	\$479.20
5	AT309307	CLAMP	20	Each	\$5.14	\$102.80
6	AT184651	HINGE;DOOR	20	Each	\$130.08	\$2,601.60
7	pb750225	BOLT;CUTTING EDGE(C84)	20	Each	\$3.62	\$72.40
8	re551508	FILTER;JD 410L SECONDARY FUEL	20	Each	\$35.78	\$715.60
9	at376506	guard	20	Each	\$290.96	\$5,819.20
10	at376504	cover	20	Each	\$199.38	\$3,987.60
11	at399229	quick coppler	20	Each	\$1,045.46	\$20,909.20
12	miu802154	FILTER; FLUID( JD 318E,326E3:3L)	20	Each	\$29.61	\$592.20
13	AT184524	HINGE;DOOR	20	Each	\$136.54	\$2,730.80
14	AT360781	COOLER;OIL HYO	20	Each	\$876.00	\$17,520.00
15	AT307092	TRAVEL WARNING ALARM	20	Each	\$230.81	\$4,616.20
16	AT334914	PANEL;HOOD	5	Each	\$1,446.34	\$7,231.70
17	AT334913	PANEL;HOOD	5	Each	\$1,618.45	\$8,092.25
18	AT332908	FILTER;AIR,OUTER('14 JD 210K 4.5L)	20	Each	\$21.82	\$436.40
19	AT178516	FILTER;PRIMARY AIR,524K	20	Each	\$34.94	\$698.80
20	AT223493	FILTER;STRAINER,FUEL,524K	20	Each	\$7.50	\$150.00
<b>Section I Total:</b>						<b>\$79,635.35</b>

**Section II: John Deere Hourly Rate for Repairs**

No.	Part Number	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
21	HRLY RATE	Hourly Rate for Repair Services	200	Hour	\$160.00	<b>\$32,000.00</b>

**Annual Total for Sections I & II** **\$111,635.35**

**Section III: Percent Discount for items in catalog but not previously listed**  
This section will not be evaluated under cost but will become part of the contract.

Percent Discount (%) off MSRP Catalog for John Deere OEM parts	John Deere List Price
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The City of Round Rock reserves the right to order other products from the attached MSRP Catalog

COMPANY NAME:

RDO Equipment Co.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Rob Duckett

PHONE NUMBER:

512-687-7421

EMAIL ADDRESS:

rduckett@rdoequipment.com

Exhibit "A"

ATTACHMENT B  
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 20-010

RESPONDENT'S NAME: Rob Duckett

DATE: 6/1/20

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 Austin                   |
| Name of Contact       | Jeffrey Steadman                 |
| Title of Contact      | Accounts Payable/Accounting      |
| E-Mail Address        | jeffrey.steadman@austintexas.gov |
| Present Address       | 1190 Hargrave St.                |
| City, State, Zip Code | Austin, TX 78702                 |
| Telephone Number      | ( 512 ) 974-1753 Fax Number: ( ) |
  
- |                       |                                  |
|-----------------------|----------------------------------|
| 2. Company's Name     | City of Fort Worth               |
| Name of Contact       | Hope Diaz                        |
| Title of Contact      | Accounts Payable/Accounting      |
| E-Mail Address        | hope.diaz@fortworthtexas.gov     |
| Present Address       | 4100 Columbus Trail              |
| City, State, Zip Code | Fort Worth, TX 76133             |
| Telephone Number      | ( 817 ) 392-6674 Fax Number: ( ) |
  
- |                       |                                   |
|-----------------------|-----------------------------------|
| 3. Company's Name     | City of Denton                    |
| Name of Contact       | Arisbeth Saucedo                  |
| Title of Contact      | Accounts Payable/Accounting       |
| E-Mail Address        | arisbeth.saucedo@cityofdenton.com |
| Present Address       | 804 Texas St.                     |
| City, State, Zip Code | Denton, TX 76201                  |
| Telephone Number      | (940 ) 349-8410 Fax Number: ( )   |

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hays Companies  80 South 8th Street Suite 700 Minneapolis, MN 55402  <b>INSURED</b> RDO Equipment Company  PO Box 7160  Fargo, ND 58106-7160	<b>1-612-333-3323</b>  <b>CONTACT NAME:</b> Dawn Heinemann and Angela Whirley <b>PHONE (A/C, No, Ext):</b> 612-333-3323 <b>FAX (A/C, No):</b> 612-373-7270 <b>E-MAIL ADDRESS:</b> dheinemann@hayscompanies.com  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ZURICH AMER INS CO <b>INSURER B:</b> IRONSHORE SPECIALTY INS CO <b>INSURER C:</b> AMERICAN ZURICH INS CO <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES** **CERTIFICATE NUMBER:** 59474898 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL0937714716	10/31/19	10/31/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP937714616	10/31/19	10/31/20	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			000773710	10/31/19	10/31/20	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input checked="" type="checkbox"/> X <input type="checkbox"/> N/A	WC937714416 (AOS)	10/31/19	10/31/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Round Rock and its officers, employees, and elected officials are additional insured on a primary and non-contributory basis as respects general liability policy where required by written contract subject to the policy terms and conditions. Waiver of subrogation applies in favor of the additional insured as respects general liability and workers compensation policies where required by written contract subject to the policy(s) terms and conditions.

## CERTIFICATE HOLDER

City of Round Rock  221 East Main  Round Rock, TX 78664-5299  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ZURICH**

## **Additional Insured – Automatic – Owners, Lessees Or Contractors**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 9377147-16	10/31/2019	10/31/2020		34150000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** RDO EQUIPMENT CO.

**Address (including ZIP Code):**

P O BOX 7160

FARGO, ND 58106

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

## Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem	Return Prem.
GLO9377147 16	10/31/2019	10/31/2020	10/31/2019	34150000	\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

RDO EQUIPMENT CO.

WC 9377144 16

10/31/2019 TO 10/31/2020