

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (CARPENTRY SERVICES)
FROM
G&H CONSTRUCTION AND REMODELING LLC**

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 on-site services in the nature of general building construction trades services (carpentry services) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2023, 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 G&H CONSTRUCTION AND REMODELING LLC, referred to herein as "G&H Construction," whose offices are located at 33 Pope Bend South, Cedar Creek, Texas 78612. This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase certain on-site services in the nature of general building construction trades services (carpentry services) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services, and City desires to purchase same from G&H Construction; and

WHEREAS, City has issued its "Request for Proposal" for the provision of said goods, and City has selected the proposal submitted by G&H Construction; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and G&H Construction whereby City is obligated to buy specified services and G&H Construction is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal designated Solicitation Number 23-020 ("RFP") (b) G&H Construction's Response to RFP; (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) G&H Construction's Response to RFP; and
- (3) City's RFP, 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. **G&H Construction** means G&H Construction and Remodeling LLC, or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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 or extended as provided herein.

B. The initial term of this Agreement shall be for forty-eight (48) months from the effective date hereof. The Agreement shall be automatically renewed for one additional twelve (12) months unless one party provides notice of non-renewal to the other party no less than thirty (30) days from the expiration of the initial term.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line-item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit "unit price" adjustments upwards only in accordance with Part III, Item 8 of City's RFP included as a part of Exhibit "A," attached hereto and incorporated herein by reference for all purposes.

D. 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 G&H Construction to supply the services as outlined in RFP Solicitation Number 23-020; and Response to RFP submitted by G&H Construction, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by G&H Construction in its Response to the RFP.

The 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

Only if, as, and when needed by City, carpentry services are awarded to G&H Construction in accordance with bid items shown on Attachment C – Cost Proposal Sheet of Exhibit "A," as follows:

| <u>Carpentry</u> | <u>Hourly Rate</u> |
|--------------------------------|--------------------|
| Carpenter Regular Hourly Rate | \$80.00 |
| Carpenter Overtime Hourly Rate | \$120.00 |
| Helper Regular Hourly Rate | \$65.00 |
| Helper Overtime Hourly Rate | \$97.00 |
| Materials (on Cost-Plus basis) | |
| Markup | 15% |

5.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment C –Cost Proposal Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by G&H Construction.

B. G&H Construction specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Million and No/100 Dollars (\$1,000,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of G&H Construction;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery 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 of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. 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 of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

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 services as determined by City's budget for the fiscal year in question. City may affect such termination by giving G&H Construction 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, any payment to be made by City to G&H Construction will be made within thirty (30) days of the date City receives

goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. G&H Construction may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

A. There is a bona fide dispute between City and G&H Construction, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or

B. There is a bona fide dispute between G&H Construction and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

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

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

10.01 GRATUITIES AND BRIBES

City may, by written notice to G&H Construction, cancel this Agreement without incurring any liability to G&H Construction if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by G&H Construction or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, G&H Construction 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 G&H Construction's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If G&H Construction cannot provide the services as specified, City reserves the right and option to obtain same from another source or supplier(s).

13.01 INSURANCE

G&H Construction shall meet all requirements as stated in Part II, Section 2 of the attached RFP Solicitation Number 23-020.

14.01 CITY'S REPRESENTATIVE

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

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, TX 78664
512-341-3191
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 G&H Construction abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, G&H Construction 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.

G&H Construction shall be declared in default of this Agreement if it does any of the following:

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

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 G&H Construction.

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

C. G&H Construction has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to G&H Construction, G&H Construction shall discontinue all services in connection with performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such termination notice, G&H Construction shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. City shall then pay G&H Construction that portion of the charges, if undisputed. The parties agree that G&H Construction 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

G&H Construction 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 G&H Construction, or G&H Construction's agents, employees or subcontractors, in the performance of G&H Construction'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 G&H Construction (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. G&H Construction, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

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

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

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

A. When delivered personally to recipient's address as stated in this Agreement; or

B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to G&H Construction:

G&H Construction LLC
333 Pope Bend South
Cedar Creek, TX 78612

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and G&H Construction.

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 G&H Construction 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 G&H Construction 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 such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. G&H Construction 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. G&H Construction understands and agrees that time is of the essence and that any failure of G&H Construction to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. G&H Construction 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 G&H Construction'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 G&H Construction shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

IN WITNESS WHEREOF, City and G&H Construction have executed this Agreement on the dates indicated.

City of Round Rock, Texas

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

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

G&H Construction LLC

By: Pete Herrera
Printed Name: Pete Pedro Herrera
Title: owner
Date Signed: 08/30/2023



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

REQUEST FOR PROPOSAL (RFP)

CARPENTRY SERVICES

SOLICITATION NUMBER 23-020

MARCH 2023

Exhibit "A"

City of Round Rock
Carpentry Services
RFP No. 23-020
Commodity Code: 910-06 / 914-27
March 2023

CARPENTRY SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "The City" is seeking qualified firms to provide on-site carpentry services for various City owned or occupied buildings on an as-needed basis. The City intends to award to multiple vendors. The City may contact the awarded Contractors and request a quote by project and will select the Contractor that best meets the needs of the City. The total contract award is expected not to exceed \$200,000 per year.

The City of Round Rock maintains approximately 1,000,000 square feet of property and occupies about 51 facilities, including commercial and residential buildings. Some of the facilities that may require professional carpentry services include office buildings, fire stations, parks facilities, police facilities, and parking garages.

The City is seeking a reliable firm that can provide high-quality carpentry services to maintain and improve the buildings as needed. The selected Contractors will be expected to provide on-site services, including repairs and renovations, and work collaboratively with the City to ensure that its buildings are safe, functional, and aesthetically pleasing.

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

| Description | Index |
|--|---------------------|
| Part I – General Requirements | Page(s) 2-5 |
| Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements | Page 6 |
| Part III – Supplemental Terms and Conditions | Page(s) 7-9 |
| Part IV – Scope of Work | Page(s) 10-11 |
| Part V – Proposal Preparation Instructions and Evaluation Factors | Page(s) 12-14 |
| Attachment A – Reference Sheet | Separate Attachment |
| Attachment B – Prevailing Wage Rate | Separate Attachment |
| Attachment C – Cost Proposal Sheet | Separate Attachment |

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

| EVENT | DATE |
|--|---|
| Solicitation released | March 29, 2023 |
| Optional Pre-Proposal meeting | April 10, 2023 @ 1:00PM, CST |
| Deadline for submission of questions | April 14, 2023 @ 5:00 PM, CST |
| City responses to questions or addendums | Approximately April 19, 2023 @ 5:00 PM, CST |
| Deadline for submission of responses | April 26, 2023 @ 3:00 PM, CST |

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

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Carpentry Services
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<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the services specified. The pre-proposal meeting will be conducted on the date specified in PART I, Section 3 Schedule of Events.

Attendance at the pre-proposal meeting is optional. The meeting will be held online via Microsoft Teams using the link below:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 261 615 728 734

Passcode: Lk3k8v

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 940-222-6969,,243071058#](#) United States, Denton

Phone Conference ID: 243 071 058#

[Find a local number](#) | [Reset PIN](#)

6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
7. **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
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City

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Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.

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March 2023

- v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

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

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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS, AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for forty-eight (48) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing carpentry services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment B and comply with all applicable sections of Chapter 2258.

Attachment B – Prevailing Rates are posted in Solicitation Documents for RFP 23-020 Carpentry Services on the City of Round Rock Bonfire website at:
<https://roundrocktexas.bonfirehub.com>
5. **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.

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- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
6. **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.
7. **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.
8. **PRICE INCREASE:** Contract prices for carpentry services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase:**
 - i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
9. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

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12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
13. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:** The City's designated representative shall be:
Eric Dady
Facility Maintenance Manager
General Services
Phone: 512-688-0350
E-mail: edady@roundrocktexas.gov
 - C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

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PART IV SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** The City of Round Rock maintains approximately 1,000,000 square feet of property and occupies about 51 facilities, including commercial and residential buildings. Some of the facilities that may require professional carpentry services include office buildings, fire stations, parks facilities, police facilities, and parking garages.

The City is seeking reliable firms that can provide high-quality carpentry services to maintain and improve the City buildings as needed. The selected Contractors will be expected to provide on-site services, including repairs and renovations, and work collaboratively with the City to ensure that its buildings are safe, functional, and aesthetically pleasing.
2. **SERVICE REQUIREMENTS:** Functions shall include but not be limited to layouts, rough framing, finish work, and other carpentry work as described by the project manager.
 - A. Selective demolition of interior finishes as required.
 - B. Metal framing and must be able to frame with metal studs.
 - C. Install new ceiling grid and tiles as required or make repairs to them as necessary.
 - D. Install batt insulation as required and ensure it meets energy code requirements.
 - E. Install blocking as required, including fire-rated if needed.
3. **WORKMANSHIP:**
 - A. Only first-class work shall be performed, and all materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications.
 - B. Where no standard is specified for such work or materials, they shall be the best of their respective trade and be compliant with all applicable code requirements.
 - C. All materials used in any project shall be new unless pre-approved by the City's designated representative.
 - D. At the conclusion of each project, the Contractor shall demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes.
 - E. Any unsatisfactory work done or materials furnished shall be promptly and permanently corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the authorized City representative.
 - F. The Contractor shall remove any unsatisfactory work or materials within forty-eight (48) hour notice by the City. Otherwise, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise, and the expense thereof shall be charged to the Contractor.
4. **WARRANTY:** Successful Respondent shall provide a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.
5. **DESIGNATED POINT OF CONTACT:** To maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact (POC).
 - A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person.
 - C. If a change has been made in the contact person due to internal personnel changes, the City's designated representative shall be notified by the Contractor immediately at the time of the change.
 - D. NO substitutions of key personnel shall be permitted without written notification of the authorized City's designated representative within 14 business days.

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- E. The contact person shall be identified in the solicitation response.
- F. The Contractor shall provide the City with a secondary POC if the primary POC is unavailable.

6. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

- A. Be responsible for visiting and inspecting the locations before submitting a proposal. Any claims of not being aware or informed of the job assignment's requirements and specifications will not be accepted as a basis for varying the price or conditions. By submitting the proposal, the Contractor confirms that they have familiarized themselves with the work's nature, extent, and any local conditions that may affect the scope of the work, equipment, materials, and labor required. The City's designated representative must be contacted to schedule the inspection.
- B. Be skilled and qualified to perform the services as requested.
- C. Be familiar with and have a working knowledge of all tools and equipment applicable to the carpentry trade and have extensive knowledge of building materials.
- D. Have at least five (5) years' experience and a minimum of three (3) years' commercial carpentry experience and possess all the necessary tools required to complete projects specified by the City.
- E. Keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials.
- F. Dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations.

7. CITY RESPONSIBILITIES: The City will-

- A. Provide the Contractor with a complete and accurate project overview with the request for estimate.
- B. Coordinate scheduling with the Contractor.
- C. Ensure work area is reasonably free of safety hazards.
- D. Provide access to locations where services are required.
- E. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City, the Contractor shall arrange for off-site parking and transportation to/from the work site.
- F. Provide reasonable access to power and water utilities as needed to complete the project.
- G. Inspect work performed to ensure compliance with the scope of work.
- H. Review all invoices to ensure accuracy.

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PART V PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

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

- ☐ Attachment A- Reference Sheet
- ☐ Attachment C- Cost Proposal Sheet
- ☐ Acknowledged Addenda (if applicable)
- ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities.
- ☐ Include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- ☐ Segment requirements listed below.

3. **EVALUATION CRITERIA:**

A. **Segment 1 – Respondents Program and Portfolio:**

Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. **Specifically include a portfolio of completed projects that are relevant to the provided scope of work.**

B. **Segment 2 – Company Work Experience and Personnel:**

- i. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

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- ii. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- C. **Segment 3 – Additional Services and Cost Proposal:** Include any additional service or personnel not listed on **Attachment C- Cost Proposal Sheet** and the rates associated.
4. **EVALUATION CRITERIA:** The intent of the City is to award to multiple Respondents in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.
- | | |
|---|---------------|
| A. Evaluation Criteria: | Weights: |
| • Respondent's Program and Portfolio (Segment 1) | 35 pts |
| • Company Work Experience and Personnel (Segment 2) | 35 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>30 pts</u> |
| Maximum Weight: | 100 pts |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.
5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**
- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

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- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.
6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
 - B. Provide City contact(s) information for implementation of the Agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"

ATTACHMENT A REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: rfp23-020

RESPONDENT'S NAME: Pete Pedro Herrera

DATE: 4/26/2023

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 Brown & Root Industrial Services
Name of Contact Thomas Baumgartner
Title of Contact Project Manager, CJP, LEED GA
E-Mail Address thomas.baumgartner@brownandroot.com
Present Address 6448 East HWY 290, Suite D-111,
City, State, Zip Code Austin, TX 78723 | United States
Telephone Number (512) 992 8551 Fax Number: () N/A

2. Company's Name Centennial Contractors Enterprises, Inc.
Name of Contact John Purdy
Title of Contact Project Manager, HCC,CJP
E-Mail Address jpurdy@cce-inc.com
Present Address 2305 Donley Drive, Suite 108
City, State, Zip Code Austin, TX 78758
Telephone Number (512) 769-9160 Fax Number: (512) 220-2700

3. Company's Name ALPHA BUILDING CORPORATION
Name of Contact Kevin M. Rainey
Title of Contact Senior Project Manager
E-Mail Address krainey@alphabuilding.com
Present Address Central Texas Project Office, Buda, TX
City, State, Zip Code Buda, TX
Telephone Number (512) 523 8335 Fax Number: () N/A

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

Exhibit "A"
Attachment C- Cost Proposal Sheet
Carpentry Services
RFP 23-020

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 RFP 23-020 Carpentry Services. 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. The total value of the resulting contract(s) shall not exceed \$200,000 per fiscal year.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

| No. | Description | Estimated Quantity | Unit | Unit Cost | Extended Total |
|--|--|--------------------|----------|-----------|--------------------|
| 1 | Carpenter Regular Hourly Rate | 320 | Per Hour | \$80.00 | \$25,600.00 |
| 2 | Carpenter Overtime Hourly Rate | 40 | Per Hour | \$120.00 | \$4,800.00 |
| 3 | Helper Regular Hourly Rate | 320 | Per Hour | \$65.00 | \$20,800.00 |
| 4 | Helper Overtime Hourly Rate | 40 | Per Hour | \$97.00 | \$3,880.00 |
| Annual Total : | | | | | \$55,080.00 |
| Section II: Additional Information (This section will not be evaluated under Cost but will become part of the resulting contract) | | | | | |
| 1 | Prices for materials shall be on a cost-plus basis. The Percentage (%) if any, of markup will not exceed 15%. Proposed markup shall be: (0-15)% | | | | 15% |