

CITY OF ROUND ROCK

INVITATION FOR BID
PAINTING SERVICES

PART I

GENERAL

1. **PURPOSE:** The City of Round Rock, herein after "City", seeks an agreement with a qualified Individual, Firm, or Corporation, hereafter referred to as "Respondent", **to provide on-site Painting Services for various City owned or occupied buildings on an as needed basis.**

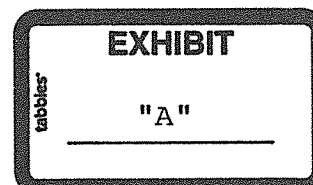
The City intends to award one primary contract and one secondary contract based on the Best Value for the City. The secondary Successful Respondent will be used if the primary Successful Respondent cannot provide the service within the requested timeframe.

2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/home/index.asp?page=463>.
 - 2.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless Respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
3. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463>.
4. **ATTACHMENTS:** Attachment A is herein made a part of this solicitation:
 - 4.1. **Attachment A:** Reference Sheet
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Deborah Knutson, CPPB
Purchasing Department
City of Round Rock
Telephone: 512-218-5456
dknutson@roundrocktexas.gov

The individual listed above may be contacted by telephone or visited 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.

6. **REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:
 - 6.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein;



- 6.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City;
- 6.3. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out of area or foreign Vendors, Respondent shall be located within:
- ☒ 35 Miles from Round Rock, Texas 78681
 - ☐ 120 Miles from Round Rock, Texas 78681
 - ☐ United States
- 6.4. **SUBCONTRACTORS:** Respondent shall not sublet projects out to a Third Party. The City seeks to do business directly with a skilled Painter who will remain on site for the duration of the project or assign a designated skilled Painter on staff to be the City's primary point of contact.
- 6.5. Provide the name, address, telephone number and **E-MAIL** of at least **FIVE (5)** firms applicable to Municipal and / or Government projects that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **NOTE: REFERENCE FORM (ATTACHMENT A) PROVIDED. E-MAIL ADDRESSES ARE REQUIRED.**
7. **BEST VALUE EVALUATION AND CRITERIA:** All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 7.1. Purchase price;
 - 7.2. Reputation of Respondent and of Respondent's goods and services;
 - 7.3. Quality of the Respondent's goods and services;
 - 7.4. The extent to which the goods and services meet the City's needs;
 - 7.5. Respondent's past relationship with the City;
 - 7.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 7.7. Any relevant criteria specifically listed in the solicitation.
- The City reserves the right to reject any or all responses, or delete any portion of the response, 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.
8. **AGREEMENT TERM:** The terms of the awarded agreement shall:
- 8.1. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
 - 8.2. The City reserves the right to review the Respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
 - 8.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

- 8.4. If the agreement is terminated, for any reason, the Respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.
9. **PRICE INCREASE:** A price increase to the agreement may be considered at renewal time each year. The price increase shall be equal to the consumer price index for that year.
- 9.1. **PROCEDURE TO REQUEST INCREASE.**
- 9.1.1. Mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period.
- City of Round Rock
Purchasing Department
ATTN: Contract Specialist
221 E. Main Street
Round Rock, Texas 78664-5299**
- 9.1.2. Upon receipt of the request, the City reserves the right to either: accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
10. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, primary and secondary awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463>.
11. **ACCEPTANCE:** Acceptance inspection and tests should not take more than five (5) working days. The Vendor will be notified within this time frame if the service performed is not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed service may be purchased elsewhere and the Vendor may be charged full increase, if any, in cost and handling.
12. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 12.3. There is a bona fide dispute between the Vendor and a Subcontractor or between a Subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

13. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
14. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and 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.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
- | | |
|---|--------------------------|
| 1.1. Solicitation released | December 1, 2012 |
| 1.2. Deadline for questions | December 11, 2012 |
| 1.3. City responses to all questions or addendums | December 13, 2012 |
| 1.4. Responses for solicitation due by 3:00 PM | December 18, 2012 |
| 1.5. Oral Presentation (if necessary) | TBD |

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted in PART II, Paragraph 1, Sub-Paragraph 1.2. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.roundrocktexas.gov/home/index.asp?page=463>. Questions shall be submitted to the City contact named in PART I, Paragraph 5.

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

******* SOLICITATION UPDATES *******

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/home/index.asp?page=463> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, 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.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than 3:00 PM, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**City of Round Rock
Purchasing Department
221 E. Main Street**

Round Rock, Texas 78664-5299

- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with: **the Solicitation title, number, due date and "DO NOT OPEN"**.
- 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications
4. **PRE AWARD MEETING**: Respondents and their designated contact persons may be required to make an oral presentation to the selection team to further present their qualifications. This meeting shall be used to provide a mutual understanding of the services to be provided.
5. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Provide City contact information for implementation of agreement.
 - 5.2. Agreement terms and conditions.
 - 5.3. Identify specific milestones, goals and strategies to meet objectives.

PART III

SPECIFICATIONS

1. **HISTORY**: The City has approximately 700,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures. Facilities maintained vary and can include but are not limited to office buildings, Police department, fire stations, parks facilities and parking garages.
 - Projects vary and are under the supervision of the **City's designated representative**:
Pete Dominguez, Facilities Manager
Phone #: 512-341-3144
2. **SCOPE OF WORK**: The Successful Respondent shall provide on-site services including all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration for various City owned or occupied locations on an as needed basis for Painting Services. Services shall consist of repairs and miscellaneous projects costing \$ 15,000.00 and under. Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the herein mentioned specifications on workmanship (See PART III, Paragraph 2) will be accepted.
3. **WORKMANSHIP**: 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.

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. All materials used in any project shall be new unless pre-approved by the City's designated representative. At the conclusion of the project, the Successful Respondent shall demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be promptly and permanently corrected at the sole expense of the Successful Respondent prior to final acceptance of work when notified to do so by the authorized City representative. The Successful Respondent shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the Successful Respondent's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations.

Should the Successful Respondent neglect or refuse to remove such unsatisfactory work or materials within forty eight (48) hours after the receipt of the above mentioned notice, or if they fail to make satisfactory progress in doing so, 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 Successful Respondent. Such expense shall be deducted from any monies due or to become due the Successful Respondent under the agreement.

4. **WORKFORCE:** Successful Respondent and all employees shall perform the services in a timely, professional and efficient manner. 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 Successful Respondent shall 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.
 - The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative.
 - The City will provide the Successful Respondent, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
5. **PAINTER REQUIREMENTS:** The following contains the minimum requirements and experience for Painting Services required by the City. The Successful Respondent shall ensure that all personnel are skilled and qualified to perform the services as requested.
 - The functions shall include but not be limited to: lay out projects, paint units, finish work and other painting work as described by the project manager.
 - Must be familiar with and have a working knowledge of all tools and equipment applicable to the painting trade, and have extensive knowledge of painting materials.
 - Must be able to work unsupervised and run a crew.
 - The Painter shall have at least five (5) years' experience with a minimum of three (3) years' commercial experience and possess all the necessary tools required to complete projects specified by the City.

6. **DESIGNATED CONTACT PERSON:** In order 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 upon award of the contract.
- The City shall be provided with the designated person's name and telephone number.
 - This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Successful Respondent immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
 - Answering machines are unacceptable as a point of contact.
 - The contact person shall be identified on the Solicitation document and may be required to attend an oral presentation to the selection team prior to award of contract.
7. **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.
8. **RESPONSE TIME:** Response times shall be as follows:
- **Regular business hours** shall be from 7:00 AM to 6:00 PM.
 - **Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.
 - **Emergency Service Calls:** Successful Primary Respondent shall be on-site and responding to emergency calls within two (2) hours after the request is placed. Successful Respondent shall provide a twenty four (24) hour emergency contact phone number. For emergency calls, outside regular business hours a voice mail paging system is acceptable on the condition that a call back is initiated within thirty (30) minutes from the time that the page is placed. If the Successful Primary Respondent cannot meet the City's need for the emergency request the City will contact the Successful Secondary Respondent. The City reserves the right to contract with any Vendor in the case of an emergency, and no response or untimely response has been made with either the primary or secondary Successful Respondent.
9. **REGULAR AND OVERTIME WORK HOURS:** Regular Business hours are 7:00 am to 6:00 pm Monday through Friday. Overtime pay consisting of hours outside the designated regular business hours, will be allowed by the City if deemed necessary and approved by the City's designated representative in advance of work. Overtime work performed in excess of regular work hours or on weekends or holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service. Respondent shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.
10. **SUBCONTRACTORS:** Respondent shall not sublet projects out to a Third Party. The City seeks to do business directly with a skilled Painter who will remain on site for the duration of the project or assign a designated skilled Painter on staff to be the City's primary point of contact.
11. **WORKERS' COMPENSATION INSURANCE:** The Texas Labor Code, Section 406-098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity. The Texas Workers' Compensation statutes can be

obtained from the Texas Department of Insurance website at <http://www.tdi.texas.gov/index.html>. A copy of the Respondent's Certificate of Workers' Compensation Insurance certificate shall be furnished to the City with the Respondent's Bid submission.

12. **SAFETY:** The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. All Successful Respondents shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Successful Respondent shall 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 Respondent's obligations under this paragraph.
 - 12.1. **Material Safety Data Sheets:** Successful Respondent shall be required to have in their possession at the location of each project and available upon request, material safety data sheets applicable to hazardous substances.
13. **ESTIMATES:** Successful Respondent shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City. It is the Successful Respondent's responsibility to ensure that all information is complete to provide an accurate estimate. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences. Estimates shall include:
 - 13.1. Department name and location of the project;
 - 13.2. Successful Respondent's designated contact name and telephone number;
 - 13.3. Breakdown of Labor costs (Number of workers, hourly rate);
 - 13.4. Materials (Detailed description, quantity, unit price and extended price amounts);
 - 13.5. Cost of Equipment rented to complete project;
 - 13.6. Total Cost (Labor and materials);
 - 13.7. Description specifying work to be done;
 - 13.8. Time projected to complete the project.
14. **DELIVERY AND STORAGE:** It shall be the responsibility of the Successful Respondent to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The City will not assume any responsibility for receiving these shipments. The Successful Respondent shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during installation.
15. **REPAIR REPORTS:** Respondent shall complete and furnish a repair report for each project. A copy of each repair report shall be presented with time and material used. Reports shall include, at a minimum, the following information:
 - 15.1. Date and time notification received;
 - 15.2. Location of the worksite;
 - 15.3. Date and time of arrival at worksite;
 - 15.4. Time spent for repair;
 - 15.5. Date and time work at location is completed;
 - 15.6. Part(s) ordered and Equipment rented, if necessary

- 15.7. A detailed description of all the completed repair work certifying the location is in working order, shall be signed by the City's designated representative at the time the work is performed.
16. **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 needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- 16.1. Bids shall not exceed 10% waste expectation on all quantities.
- 16.2. Prices for materials may be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent on the Solicitation Document. Invoices for work performed, shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.
17. **PERMITS:** The Successful Respondent shall obtain all necessary permits or licenses for inspections, tests, and other services required for completion of work. Inspections shall be scheduled through the City's designated representative. City of Round Rock permit fees shall be waived.
18. **DAMAGE:** The Successful Respondent shall be 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.
19. **INVOICE REQUIREMENTS:** The Successful Respondent, upon completion of each service, shall address invoices to the City as follows:
- 19.1. **REPAIR WORK:** The total hourly price for labor shall be per hour and shall include costs of labor, overhead charges, travel, and payroll expenses. Supplies and materials shall be billed separately.
- 19.2. **SUPPLIES AND MATERIALS:** The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on line item # 4 of the solicitation sheet, will be allowed for material that the Successful Respondent has to purchase and re-bill. Invoices for work performed, shall require a copy of paid materials receipt from the supplier to be included.
- 19.3. The Successful Respondent may submit the repair report as an invoice by modifying it if necessary so that all required invoicing information is contained within the repair report.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. **Respondents are encouraged to carefully read the entire solicitation including the City's Terms and Conditions and Insurance requirements (Located on the City's webpage – see Part 1, sections 2 and 3).**

Respondent shall submit one (1) executed (signed) original and six (6) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and / or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. Responses shall be submitted on itemized, signed Solicitation Document provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

In the event of errors in extension pricing, unit prices shall govern.

2. **Attachment A:** Reference sheet shall include the name, address, active telephone number and valid e-mail address of at least **FIVE (5)** firms applicable to Municipal and Government projects that have utilized similar services for at least two (2) years.
3. Any Certifications, Licenses or Memberships to Professional Associations including but not limited to Job Order Contracting (State Certification), or other specialized licenses or certifications.
4. A copy of the Respondent's Certificate of Workers' Compensation Insurance certificate shall be furnished to the City with the Respondent's Bid submission.

The following shall be provided / requested by the City prior to award / prior to project commencement and the approval of any contract or issuance of any purchase order:

1. Primary and Secondary Awarded Successful Respondent and their designated contact person may be required to make an oral presentation to the selection team to further present their qualifications. This meeting shall be used to provide a mutual understanding of the services to be provided.
2. Successful Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the designated City representative.

CONFIDENTIALITY OF CONTENT: 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.

- 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.
- 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.



CITY OF ROUND ROCK, TEXAS

INVITATION FOR BID
PAINTING SERVICES

IFB No 13-015

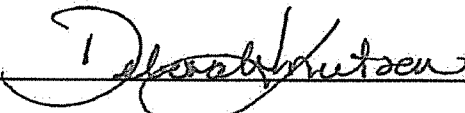
Addendum No. 1

Date: December 13, 2012

Please note the answers to questions, clarifications, revisions or additions to the solicitation referenced above.

1. Q: Does insurance and workers compensation coverage need to be submitted with proposal? If so, does the City of Round Rock need to be listed as a Certificate Holder?
- A: **The Certificate of Worker's Compensation Insurance and other insurance documentation required by the City shall be requested by the City and provided by Successful Respondent prior to award / prior to project commencement and the approval of any contract or issuance of any purchase order. Said certificate does not need to be submitted with response.**

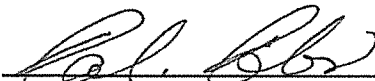
Approved by


Deborah Knutson, Purchaser

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Cobas Design & Const.
Vendor


Authorized Signature

12-17-12
Date

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

ATTACHMENT A
CITY OF ROUND ROCK
INSURANCE REQUIREMENTS

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City
 - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Contract.
 - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.
 - 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

- 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
- 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
- 1.5.3. Provide thirty days notice to the City of cancellation, non-renewal, or material changes
- 1.5.4. Remove all language on the certificate of insurance indicating:
 - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
 - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
- 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
- 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 1.5.7. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 1.5.8. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.
- 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 1.5.10. All notices shall be mailed to the City at the following addresses:

Assistant City Manager City of Round Rock 221 East Main Round Rock, TX 78664-5299	City Attorney City of Round Rock 309 East Main Round Rock, TX 78664
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6. WORKERS COMPENSATION INSURANCE

- 6.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 6.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 6.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.
- 6.2. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 6.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 6.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.
- 6.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 6.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
 - 6.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 6.6.2. no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 6.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 6.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 6.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 6.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 6.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 6.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 6.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 6.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 6.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

- 6.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 6.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10.3.5. By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 6.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 13-015

RESPONDENT'S NAME: Cobos Design & Const. DATE: 12-17-12

Provide contact information and point of contact of at least FIVE (5) firms applicable to public entities of like size (as described in Part III, Paragraph I) that have utilized similar service for at least two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of solicitation. Failure to provide the required information with the Solicitation may automatically disqualify the response from consideration for award.

1. Company's Name Austin I.S.D.
Name of Contact & Title David Downing / Plant Improvement Manager
E-Mail Address ddowning@austinisd.org
Current Address 1111 W. 6th
City, State, Zip Code Austin, TX. 78703
Telephone Number (512) 414-9665 Fax Number: (512) 480-0545
2. Company's Name Round Rock I.S.D.
Name of Contact & Title David Koch / Maintenance Supervisor
E-Mail Address David_Koch@roundrockisd.org
Current Address 16255 Great Oaks Dr.
City, State, Zip Code Round Rock, TX 78681
Telephone Number (512) 743-4857 Fax Number: (512) 464-8370
3. Company's Name Teachers Retirement System of Texas
Name of Contact & Title Eric Koog / Facilities Operations Team Leader
E-Mail Address Eric.Koog@trs.state.tx.us
Current Address 1000 Red River
City, State, Zip Code Austin, TX. 78701
Telephone Number (512) 542-6845 Fax Number: (512) 542-6429
4. Company's Name Texas Workforce Commission
Name of Contact & Title Bob Bauer / Director of Construction Management
E-Mail Address robert.bauer@twc.state.tx.us
Current Address 101 E. 15th Rm 342T
City, State, Zip Code Austin, TX. 78701
Telephone Number (512) 468-5103 Fax Number: (512) 463-4705
5. Company's Name Health & Human Services Commission
Name of Contact & Title Richard Menchaca Jr. / Regional Bus. Services Office
E-Mail Address richard.menchaca jr@hhs.state.tx.us
Current Address 6400 Hwy 290 Bld. 100, Suite 102
City, State, Zip Code Austin, TX. 78723
Telephone Number (512) 706-6029 Fax Number: (512) 452-5887



PURCHASING DEPARTMENT

221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	Solicitation Number:	#13-015	RESPONDENT INFORMATION	Tax ID Number:	<u>74-30033286</u>
	Solicitation Name:	Painting Services		Business Name:	<u>Cobos Design & Const.</u>
	Opening Date:	December 18, 2012		Address:	<u>103 East 34th</u>
	Opening Time:	On or Before 3:00 PM CST		Address:	<u>Austin, TX. 78705</u>
	Opening Location:	City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664		Contact:	<u>Cal Cobos</u>
			Telephone:	<u>512-422-7645</u>	
			Entity Type:	<u>Corporation</u>	
			E-mail:	<u>cobosdc2cal@yahoo.com</u>	

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	☐ Newspaper ☐ City's Website ☐ E-mail Announcement ☒ ESBD ☐ Other _____				
FIRST TIME RESPONDING TO CITY OF ROUND ROCK?	☐ Yes ☒ No		IS YOUR BUSINESS REGISTERED WITH VENDOR CENTRAL?	☒ Yes ☐ No Register at: roundrocktexas.gov/VendorCentral	

SOLICITATION SHEET						
ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE		UNIT PRICE	EXTENDED PRICE
1.	PAINTER REGULAR HOURLY LABOR RATE	1	HOUR		25.75	25.75
2.	MINIMUM HOURS (IF ANY) <u>N/A</u> ; (NOTE COST IF UNDER MINIMUM)		HOUR			
3.	OVERTIME HOURLY LABOR RATE	1	HOUR		30. ⁰⁰	30. ⁰⁰

SOLICITATION SHEET cont.						
ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE		UNIT PRICE	EXTENDED PRICE
4.	PRICES FOR MATERIALS MAY BE ON A COST-PLUS BASIS. THE PERCENTAGE (%), IF ANY, OF MARKUP WILL BE <u>15%</u>. NOTE: Invoices for work performed, shall require a copy of materials receipt to be included. Failure to provide cost – plus percentage for materials, may result in an at – cost payment from the City.	1	%		15%	15%

Designated Contact Person: Cal Cobos Phone #: 512-422-7645

ACKNOWLEDGEMENTS

By the signature hereon affixed, 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.

Further, by signing and submitting this response the Respondent acknowledges:

That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.
The respondent is not currently delinquent in the payment of any debt owed to the City.

Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.

The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part I, #14 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

☒ Yes ☐ No

Response shall include one (1) signed original and six (6) copies of response.

Cal Cobos
Printed Name

[Signature]
Authorized Signature

12-17-12
Date

Failure to sign response will disqualify response.