

EXHIBIT  
"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK  
AND OMEGA INDUSTRIES  
FOR THE PURCHASE OF PAINTING SERVICES**

**THE STATE OF TEXAS**

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**CITY OF ROUND ROCK**

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

**COUNTY OF TRAVIS**

This Agreement for Painting Services to be performed on 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 \_\_\_\_\_, 2024, 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 OMEGA INDUSTRIES, whose address is 4060 Shilling Way, Dallas, Texas 75237, referred to herein as "Services Provider." 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 Painting 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

**WHEREAS,** City has issued its "Request for Proposal" for the provision of said Painting Services and City has determined the bid submitted by Services Provider provides the best value to the City; 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:

**1.0 DEFINITIONS**

A. **Agreement** means this binding legal contract between City and Services Provider and whereby City agrees to pay for Painting Services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal designated Solicitation Number 24-015 (b) Service Provider'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) Service Provider's Proposal;
- (3) City's Request for Proposal, exhibits, and attachments.

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

C. **Effective Date** means the date set out above in the introductory paragraph.

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. **Painting Services** mean the specified services, supplies, materials, commodities, or equipment described in the Request for Proposal.

F. **Services Provider** means Omega Industries, or any of its successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

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

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

## **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Services Provider to supply the Painting Services as outlined in RFP Solicitation Number 24-015; and Proposal submitted by Services Provider, 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 Services Provider in its Proposal.

The Painting 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.

#### **4.0 DUAL PROVIDERS OF SERVICES**

The parties specifically acknowledge and agree that Services Provider shall be considered as one of two (2) providers (“dual providers”) of the Painting Services. Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two (2) providers in whatever order it deems most advantageous to City’s purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

#### **5.0 ITEMS AWARDED**

Only if, as, and when needed by City, Painting Services are awarded to Services Provider in accordance with Exhibit “A,” Attachment B.

#### **6.0 COSTS**

Services Provider 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 **\$200,000.00 per year** for Service Provider’s services combined with the dual provider’s services for a total not-to-exceed amount of **\$1,000,000.00** for the term of this Agreement.

#### **7.0 INVOICES**

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of Painting Services received; and
- D. Delivery dates.

#### **8.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City’s bid, with the consent and agreement of the Service Provider and City. Such agreement shall be conclusively inferred for the services provider from lack of exception to

this clause in the services provider'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.

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

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the Painting Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider written notice of termination at the end of its then-current fiscal year.

## **10.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Services Provider 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 Services Provider, 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 Services Provider 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.

## **11.0 GRATUITIES AND BRIBES**

City may, by written notice to Services Provider, cancel this Agreement without incurring any liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the

performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **12.0 TAXES**

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

## **13.0 ORDERS PLACED WITH ALTERNATE PROVIDERS**

City reserves the right and option to obtain same from another source or supplier(s).

## **14.0 INSURANCE**

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

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

## **15.0 CITY'S REPRESENTATIVE**

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

Eric Dady  
General Services Department  
City of Round Rock  
(512) 218-5472  
[edady@roundrocktexas.gov](mailto:edady@roundrocktexas.gov)

## **16.0 RIGHT TO ASSURANCE**

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

## **17.0 DEFAULT**

If Services Provider abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Services Provider 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.

Services Provider 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.

#### **18.0 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

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

C. Services Provider 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 Services Provider, Services Provider 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, Services Provider shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### **19.0 INDEMNIFICATION**

Services Provider 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 Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider'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 Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

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

A. Services Provider, 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 Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

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

## **21.0 ASSIGNMENT AND DELEGATION**

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

## **22.0 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 Services Provider:**

Omega Industries  
Ash Shetty  
4060 Shilling Way  
Dallas, Texas 75237

**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 Services Provider.

**23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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

**24.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

**25.0 DISPUTE RESOLUTION**

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

**26.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no



way affect the validity or enforceability of any other portion or provision of this Agreement. Any 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.

## **27.0 MISCELLANEOUS PROVISIONS**

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

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

[Signatures on the following page]

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

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date Signed: \_\_\_\_\_


**For City, Attest:**

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

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

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

**Omega Industries**

By:   
Printed Name: Sandra Joaquin  
Title: Senior Project Manager  
Date Signed: May 23, 2024



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

**REQUEST FOR PROPOSAL (RFP)**

**PAINTING SERVICES**

**SOLICITATION NUMBER 24-015**

**FEBRUARY 2024**

Exhibit "A"

City of Round Rock  
Painting Services  
RFP No. 24-015  
Commodity Code: 910-54  
February 2024

**PAINTING SERVICES  
PART I  
GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in commercial and residential painting services.

The City has approximately 1,000,000 square feet of maintained property and occupies approximately 55 facilities. The buildings consist of both commercial and residential-type structures. Facilities maintained include, but are not limited to, office buildings, police and fire stations, office space, utility buildings, park facilities, and parking garages. These services shall be on an as-needed basis.

The City intends to multi-award this contract. An anticipated total contract award will be made by the City in an amount not to exceed \$200,000 per year for all awarded vendors. For a total contract not to exceed amount of \$1,000,000.

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

Description	Index
Part I – General Requirements	Page(s) 1-3
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 4
Part III – Supplemental Terms and Conditions	Page(s) 5-8
Part IV – Scope of Work	Page(s) 9-11
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 12-14
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Cost Proposal Sheet	Separate Attachment
Attachment C- Proposal Submittal Form	Separate Attachment
Attachment D- Prevailing Wage Rate	Separate Attachment

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

EVENT	DATE
Solicitation released	February 9, 2024
Deadline for submission of questions	February 20, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately February 23,2024 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>March 7, 2024 @ 3:00 PM, CST</b>

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

## Exhibit "A"

City of Round Rock  
Painting Services  
RFP No. 24-015  
Commodity Code: 910-54  
February 2024

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. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
  - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
  - B. No paper or submittals outside of Bonfire will be accepted by the City.
  - C. Responses cannot be altered or amended after digital opening.
  - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
  - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
  - G. Late responses will not be considered.
6. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

  - A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
  - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency

## Exhibit "A"

City of Round Rock  
Painting Services  
RFP No. 24-015  
Commodity Code: 910-54  
February 2024

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

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

Exhibit "A"

City of Round Rock  
Painting Services  
RFP No. 24-015  
Commodity Code: 910-54  
February 2024

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

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

## Exhibit "A"

City of Round Rock  
Painting Services  
RFP No. 24-015  
Commodity Code: 910-54  
February 2024

### PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing painting services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. 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.
  - C. 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.
  - D. Have at least five (5) years of experience and a minimum of three (3) years of commercial experience and possess all the necessary tools to complete projects specified by the City.
  - E. Must have a physical office located in central Texas.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in painting 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 D and comply with all applicable sections of Chapter 2258. Attachment D – Prevailing Rates are posted in Solicitation Documents for RFP 24-015 Painting 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.
  - 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.



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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.

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 10%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

8. **PRICE INCREASE**: Contract prices for painting services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

- A. **Consumer Price Index (CPI)**: Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

B. **Procedure to Request Increase**:

- i. Email the written price increase request to [purchasing@roundrocktexas.gov](mailto:purchasing@roundrocktexas.gov) with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

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 re-perform services to specification at no additional cost to the City. If any agreement or purchase order is canceled 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 at any time 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.

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

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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,**  
**Facilities Manager**  
**General Services Facility Maintenance**  
**Phone: 512-688-0350**  
**E-mail: [edady@roundrocktexas.gov](mailto:edady@roundrocktexas.gov)**
- C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

### **14. INTERLOCAL PURCHASING AGREEMENTS**

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

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### PART IV SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** The City of Round Rock seeks proposals from firms that specialize in painting services. The Contractor shall provide on-site painting services including all materials and labor necessary to perform maintenance, repair, renovations, installation, or alteration for various City owned or occupied locations. The City has approximately 1,000,000 square feet of maintained property and occupies approximately 55 facilities. The buildings consist of both commercial and residential structures. Facilities maintained include, but are not limited to, office buildings, police and fire stations, office space, utility buildings, park facilities, and parking garages. These services shall be on an as-needed basis.
2. **MATERIAL SAFETY DATA SHEETS:** The Contractor shall be required to have relevant electronic material safety data sheets (MSDS) applicable to hazardous substances in their possession at each project location.
3. **CONTRACTOR RESPONSIBILITIES:** The Contractor Shall:
  - A. Ensure that all assigned personnel are skilled and qualified to perform the services as requested.
  - B. Ensure that all assigned personnel, including supervisors, have a working knowledge of commercial painting services up to a level 5 finish.
  - C. Have a staff with a working knowledge of all tools and equipment applicable to the painting trade and extensive knowledge of painting materials.
  - D. Be able to work and run a crew unsupervised without City oversight.
  - E. **Delivery and Storage:** The Contractor shall make all arrangements for delivery, unloading, receiving and storing Painting material and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.
4. **SERVICE AND WORKMANSHIP REQUIREMENTS:** 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 in their respective trade and comply with all applicable building code requirements. Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the specifications on workmanship mentioned herein will be accepted.
  - A. The functions shall include but not be limited to tape, float, texture paint, paint units, finishing work, and other painting work as described by the City's project manager.
  - B. All materials used in any project shall be new unless pre-approved by the City's designated representative.
  - C. Prior to final acceptance of work on each project, the Contractor shall demonstrate to the City's designated representative that the work is fully compliant with contract specifications and codes. The City will notify the Contractor of any unsatisfactory work or materials furnished when they may be discovered. These deficiencies shall be promptly and permanently corrected at the sole expense of the Contractor.
  - D. The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials during and after completion of each project. The Contractor shall be responsible for properly disposing of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations.

Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty-eight hours of notice by the City, 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 Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
5. **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.
  - A. The City shall be provided with a designated Supervisor name and telephone number.

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- B. This contact person shall remain the same throughout the contract term 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 Contractor immediately at the time of the change. No substitutions of key personnel shall be permitted without the written approval of the City's designated representative. Email is an acceptable form of communication after initial project meeting.
  - C. Answering machines/services are unacceptable as a point of contact.
  - D. 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 the award of the contract.
6. **WARRANTY:** The Contractor shall provide a minimum of 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 unless agreed upon with the City designated representative for a different period.
7. **BUSINESS HOURS AND RESPONSE TIMES:**
- A. **Regular business hours** shall be from 7:00 AM to 5:00 PM.
  - B. **Non-Emergency Service Calls:** The Contractor 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.
  - C. **Overtime Work Hours:** 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. Contractor shall submit a total hourly and overtime rate price for labor that includes, but is not limited to, all costs for labor, overhead charges, travel, and payroll expenses.
8. **ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. The Contractor's responsible for ensuring all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances, the City's designated representative may request a sample of materials to be used in a project for approval before work commences. Each written estimate shall include the following information:
- A. Department name and location of the project;
  - B. Work order number (shall be provided by General Services Department)
  - C. Contractor's designated contact name and telephone number;
  - D. Breakdown of Labor costs (Number of workers, hourly rate);
  - E. Materials (Detailed description, quantity, unit price, and extended price amounts);
    - i. Bids per project shall not exceed 10% waste expectation on all quantities.
    - ii. 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.
  - F. Cost of Equipment rented to complete project;
  - G. Total Cost (Labor and materials);
  - H. Description specifying work to be done;
  - I. Time projected to complete the project.

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9. **SITE INSPECTION:** The Contractor shall be responsible for visiting and inspecting the project locations before submitting a proposal so they can make a proper determination on materials, quantities, equipment, and labor requirements. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. The submission of the proposal is evidence that the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials, and labor required. Inspection must be scheduled by contacting the City's designated representative.
  
10. **WORK REPORTS:** The Contractor shall complete and furnish a work report for each project to the City's POC. A copy of each work report shall be presented with the time and material used. Reports shall include, at a minimum, the following information:
  - A. Location of the worksite;
  - B. Date and time of arrival at worksite;
  - C. Time spent for repair;
  - D. Date and time work at location is completed;
  - E. Part(s) ordered and equipment rented, if necessary
  - F. 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.
  
11. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
  - A. The total hours worked and hourly rate for labor. Labor hours shall include labor costs, overhead charges, travel, and payroll expenses.
  - B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. As indicated in Attachment B-Cost Proposal Sheet, a maximum percentage markup will be allowed for material.
  - C. Invoices shall have attached a copy of the paid materials receipt from the supplier.
  
12. **CITY RESPONSIBILITIES:** The City will-
  - A. Provide the Contractor with a complete and accurate project overview with the request for an estimate.
  - B. Coordinate scheduling with the Contractor.
  - C. Ensure the 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 B- Cost Proposal Sheet
- Attachment C- Proposal Submittal Form
- Acknowledged Addenda (if applicable)
- Segment requirements listed below.
- A statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities.
- 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.

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

#### A. Segment 1 – Respondent's Solution, Approach, & Warranty

- ii. **Program Approach:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Describe your plan for accomplishing the required work and the estimated timeline for a project related to the Scope of Work. Specifically indicate:
  - 1) Detail the steps to proceed from Task 1 to the final tasks, including invoicing.
  - 2) Detail your plan for accomplishment and customer service responsiveness, including response times.
  - 3) Detail your safety standards for a safe work environment.
  - 4) Detail how frequently and what methods you will use to communicate with the City
  - 5) Warranty Description

#### B. Segment 2 – Company Information and Experience

- i. **Company Information-** which gives a summation of the proposal in brief, concise terms. Include the following-
  - a) **Business Organization:** State your organization's full name and address and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which it was incorporated or licensed to operate.
  - b) **Project Management Structure:** Provide a general explanation and chart specifying project leadership and reporting responsibilities and interface the team with City project management and personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure and provide an internal management description for each subcontractor

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- ii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
  - iii. Contractors' past performance with the City may be evaluated.
  - iv. **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 – Cost Proposal:** A firm fixed price or not-to-exceed Contract is contemplated. Complete Attachment B - Cost Proposal. All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.
4. **EVALUATION SCORING:** 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 proposals best meet the requirements and provides the best overall value to the City.

- |                                                           |               |
|-----------------------------------------------------------|---------------|
| A. Evaluation Criteria:                                   | Weights:      |
| • Respondent's Solution, Approach, & Timeline (Segment 1) | 20 pts        |
| • Company Work Experience and Personnel (Segment 2)       | 40 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. At its discretion, the City may elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A BAFO request is at the City's sole discretion and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for the award.
- C. The City reserves the right to reject any or all proposals submitted or to award to the respondents 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.

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- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
  - C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
  - D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
  - E. An independently signed and 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:** RFP 24-015 - Painting Services

**RESPONDENT'S NAME:** OMEGA INDUSTRIES

**DATE:** 02/23/2023

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 SOUTHERN METHODIST UNIVERSITY  
Name of Contact ERIC HOPPER  
Title of Contact DIRECTOR OF FACILITIES  
**E-Mail Address** EJHOPPER@MAIL.SMU.EDU  
Present Address SOUTHERN METHODIST UNIVERSITY  
City, State, Zip Code DALLAS TX  
Telephone Number (602) 312-1399
  
2. Company's Name SAMSUNG (STRATEGIC BUILDERS)  
Name of Contact PAUL GAHNG  
Title of Contact SR CONSTRUCTION MANAGER  
**E-Mail Address** PAUL@STRATEGICBUILDERSINC.COM  
Present Address 1111 W MOCKINGBIRD LN, STE 930  
City, State, Zip Code DALLAS TEXAS 75247  
Telephone Number (714) 742-3627
  
3. Company's Name KNOX STREET  
Name of Contact HENDRIKA DIEHL  
Title of Contact SR DIRECTOR  
**E-Mail Address** hendrika@knoxstreetdallas.com  
Present Address 4619 COLE AVE  
City, State, Zip Code DALLAS TX 75205  
Telephone Number ( 214 ) 272 4875

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

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 24-015 Painting Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference and agrees to be bound by the terms therein.  
**The City intends to dual award this contract. An anticipated total contract award will be made by the City in an amount not to exceed \$200,000 per year for each vendor. For a total contract not to exceed amount of \$1,000,000**

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
<b>Section I: Labor</b>					
1	Painter Regular Hourly Labor Rate	320	Hr	\$55.00	\$ 17,600.00
2	overtime rate shall not exceed one and one half times the regular hourly rate.	40	Hr	\$70.00	\$ 2,800.00
3	Painter Helper Regular Hourly Labor Rate	320	Hr	\$48.00	\$ 15,360.00
4	Painter Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and half times the regular hourly rate.	40	Hr	\$57.00	\$ 2,280.00
5	Site Supervisor Hourly Labor Rate	120	Hr	\$60.00	\$ 7,200.00
6	Site Supervisor Overtime Hourly Labor Rate	10	Hr	\$70.00	\$ 700.00
<b>Section II: Materials</b>					
7	Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	\$50,000	Percent Markup	12%	\$ 56,000.00
<b>Annual Total:</b>					<b>\$ 101,940.00</b>
COMPANY NAME:	OMEGA INDUSTRIES				
PRINTED NAME:	ASHVAT SHETTY				
PHONE NUMBER:	(214) 668 5770				
EMAIL ADDRESS:	a.shetty@omegainc.com				

Exhibit "A"  
ATTACHMENT C  
SOLICITATION SUBMITTAL FORM AND EXECUTION

**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.**


**By signature hereon, the Respondent certifies that:**

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): OMEGA INDUSTRIES

SIGNATURE (INK/DIGITAL): 

NAME (TYPED/PRINTED): ASH SHETTY

TITLE: PRESIDENT DATE: 02/16/2024

STREET: 4060 SHILLING WAY

CITY/STATE/ZIP: DALLAS, TEXAS 75237

TELEPHONE & FAX NO.: (972) 532 3340

E-MAIL ADDRESS: INFO@OMEGAINC.COM

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 35-2551170

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. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>