

# EXHIBIT

## "A"

### AGREEMENT BETWEEN THE CITY OF ROUND ROCK AND NOUVEAU TEXAS, LLC FOR PURCHASE OF ELEVATOR MAINTENANCE AND REPAIR SERVICES

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

This Agreement ("Agreement") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2025, 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 NOUVEAU TEXAS, LLC, whose offices are located at 11810 Parliament Street, San Antonio, Texas 78216 referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

#### RECITALS:

**WHEREAS**, City desires to purchase elevator maintenance and repair services; and

**WHEREAS**, City has issued its "Request for Proposals" for the provision of said services; and

**WHEREAS**, City has determined the proposal submitted by Vendor 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**, 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 Vendor whereby City is obligated to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal, designated Solicitation Number 24-034 dated September 2024 ("RFP"); (b) Vendor's Proposal; and (c) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
  - (2) Vendor's Proposal;
  - (3) City's Request for Proposals, Addenda, exhibits, and attachments.
- B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date set out in the introductory paragraph above.
- D. **Services** mean the specified services, supplies, materials, commodities, or equipment.
- E. **Vendor** means Nouveau Texas, LLC, or any 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 indicated herein or is terminated or extended as provided herein.
- B. The term of this Agreement shall be for sixty (60) months from the Effective Date
- 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**

- A. City selected Vendor to supply the Services as outlined in the RFP; any Addenda to RFP; and the Proposal submitted by Vendor, all as specified in Exhibit "A," incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and any Addenda to RFP and as offered by Vendor in its Proposal.

The Services which are the subject matter of this Agreement are described in Exhibit "A" which is fully a part of this Agreement as if repeated herein in full.

## **4.0 ITEMS AWARDED; SCOPE OF WORK**

- A. All items in "Attachment B – Cost Proposal Sheet" of Exhibit "A" are awarded to Vendor.
- B. Vendor shall satisfactorily provide all Services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this

Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

## **5.0 COSTS**

A. In consideration for the Services to be performed by Vendor, City agrees to pay Vendor the amounts set forth in "Attachment B – Cost Proposal" of Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **\$628,540.00** for the term of this Agreement.

## **6.0 INVOICES**

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of Services provided; and
4. Delivery dates.

## **7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

A. 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.

B. Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's proposal, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the Vendor from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **8.0 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 Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

## **9.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives the 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 services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the Service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the Services performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

## **10.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **11.0 TAXES**

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

## **12.0 INSURANCE**

Vendor 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).

### **13.0 CITY'S REPRESENTATIVE**

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

Eric Dady  
General Services Department  
212 Commerce Boulevard  
Round Rock, TX 78664  
(512) 688-0350  
[edady@roundrocktexas.gov](mailto:edady@roundrocktexas.gov)

### **14.0 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.

### **15.0 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

### **16.0 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 Vendor.

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

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for Services it would have performed under the remaining term of the Agreement except as provided herein.

## **17.0 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

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

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

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

## **19.0 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.

## **20.0 NOTICES**

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

1. When delivered personally to recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Vendor:**

Nouveau Texas, LLC  
11810 Parliament Street  
San Antonio, Texas 78216

### **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

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

## **21.0 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.

## **22.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## **23.0 DISPUTE RESOLUTION**

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

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

## **25.0 MISCELLANEOUS PROVISIONS**

**A. Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**B. Time is of the Essence.** The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**C. Binding Agreement.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.



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

[Signatures on the following page.]

**IN WITNESS WHEREOF**, City and Vendor have executed this Agreement on the dates indicated.

**Nouveau Texas, LLC**

By: 

Printed Name: Logan Hersley

Title: Business Development

Date Signed: 3/25/2025

**City of Round Rock, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**For City, Attest:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

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

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

Exhibit "A"



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

## **REQUEST FOR PROPOSAL (RFP)**

### **ELEVATOR MAINTENANCE AND REPAIR SERVICES**

**SOLICITATION NUMBER 24-034**

**September 2024**

## Exhibit "A"

### ELEVATOR MAINTENANCE AND REPAIR SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in elevator maintenance and repair. The elevators will be located at various addresses throughout the City of Round Rock.  

The City requires comprehensive maintenance and repair services for a dozen or more elevators of various makes and models. An anticipated Contract award will be made by the City in an amount not-to-exceed \$100,000 per year for an estimated total contract value of \$500,000.00. In addition, the City plans to allocate \$150,000 in contingency funds for potential new installations or modifications.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages(s) 1-5
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-10
Part IV – Scope of Work	Page(s) 11-15
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 16-18
Attachment A – Proposal Submittal Form	Separate Attachment
Attachment B – Cost Proposal Sheet	Separate Attachment
Attachment C – Reference Sheet	Separate Attachment
Attachment D – City of Round Rock Passenger Elevators (Williamson County)	Separate Attachment
Attachment E -- Certificate of Insurance Instructions	Separate Attachment
Attachment F – Prevailing wage	Separate Attachment
Attachment G - Sample Work Order	Separate Attachment
Attachment H- Sample Invoice	Separate Attachment

## Exhibit "A"

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

EVENT	DATE
Solicitation released	September 25th, 2024 @ 4:00 PM, CST
Optional Pre-Proposal meeting	October 7, 2024 @ 9:00 AM, CST
Deadline for submission of questions	October 18, 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximate October 25, 2024 @ 5:00 PM, CST
Deadline for submission of responses	November 22, 2024 @ 3:00 PM, CST

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

<https://roundrocktexas.bonfirehub.com>

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

<https://roundrocktexas.bonfirehub.com>

**4. SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

**5. OPTIONAL PRE-PROPOSAL MEETING, SITE VISIT, AND/OR INSPECTION:** A pre-proposal meeting/site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting/site visit will be conducted on the date specified in PART I, Section 3- Schedule of Events.

- A. Attendance at the pre-proposal meeting/site visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. Immediately following the pre-proposal meeting, a site visit tour will be conducted to enable Respondents to assess conditions. Respondents shall sign-in at each site of the tour to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the Optional pre-proposal meeting and site visit tour which shall initially begin at:

City of Round Rock - City Hall Council Chambers, 1st Floor

221 E. Main Street

Round Rock, Texas 78664

- B. Respondents will be responsible for their own transportation for the site visit tour.
- C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
- D. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.

**6. RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>

- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
- B. No paper or submittals outside of Bonfire will be accepted by the City.

## Exhibit "A"

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

## Exhibit "A"

- 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"

### 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"

### 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 elevator maintenance and repair services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
  - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
  - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States, will not be included for consideration in this RFP process.
  - E. Must have a Physical place of business in Central Texas
  - F. Ability to service multiple elevator brands. (see attached list of current elevators within the City)
  - G. The Respondents workforce shall comply with all regulations concerning licensing or certifications put forth by the Texas Department of Licensing & Regulation (TDLR.) All employees, with the exception of apprentices, who perform relative work on City property must be certified as a Certified Elevator Technician (CET) or Qualified Elevator Inspectors (QEI).
  - H. Provide documentation of certifications and or licensing held by the Respondents' personnel.
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 elevator maintenance and repair.
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 F and comply with all applicable sections of Chapter 2258.  
  
Attachment F – Prevailing Rates are posted in Solicitation Documents for IFB No. 24-034 Elevator Maintenance and Repair Service on the City of Round Rock Bonfire website at:  
<https://roundrocktexas.bonfirehub.com>
5. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or

## Exhibit "A"

release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete, or non-conforming work under the Contract.

6. **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.

7. **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.

8. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

9. **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.

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

## Exhibit "A"

- 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.
11. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
12. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
13. **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.
14. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

**15. 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 shall be:
- |   |   |
|---|---|
| <b>Eric Dady</b>  | <b>Danny Dzialo</b>   |
| <b>Facility Maintenance Manager</b>   | <b>Superintendent Facility Maintenance</b>  |
| <b>General Services</b>   | <b>General Services</b>   |
| <b>(512) 688-0350</b>   | <b>(512) 671-2781</b>   |
| <b>E-mail: <a href="mailto:Edady@roundrocktexas.gov">Edady@roundrocktexas.gov</a></b> | <b><a href="mailto:Ddzialo@roundrocktexas.gov">Ddzialo@roundrocktexas.gov</a></b> |
- C. **Do not contact (s) the individual listed above with questions or comments during the course of the solicitation.**

**16. 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.
- B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

## Exhibit "A"

### PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in in elevator maintenance and repair. The elevators will be located at various addresses throughout the City of Round Rock.
2. **CONTRACTOR REQUIREMENTS:** The Contractor shall:
  - A. Ensure that personnel assigned to work under this contract have a minimum of three (3) years' experience in all critical mechanical, electrical, electronic, and microprocessor elements of Schindler, Dover, and TKE elevators.
  - B. Notify the City if changes in personnel responding to City service calls has occurred and shall provide the City with copies of certification and qualifications of new personnel assigned to service elevators under this contract.
  - C. Meet with facility management prior to conducting tests or inspections or repairs. They should be familiar with site equipment and should be prepared to discuss any risks associated with performing the work.
  - D. Perform regularly scheduled inspections for all City of Round Rock buildings each year throughout the term of the contract. Contractor must respond to scheduling inspections with the City within seven calendar days of being notified.
  - E. Notify the facility maintenance designee upon arrival to and at departure from a facility.
3. **SERVICE REQUIREMENTS:** The Contractor shall:
  - A. Maintain the elevators in accordance with all federal, state, and local codes. These include, but are not limited to:
    - i. American National Standards Institute (ANSI) Safety Code A17.1, or the latest ANSI revision referring to elevator and escalator equipment maintenance and inspection,
    - ii. Americans with Disabilities Act (ADA)
    - iii. American Society of Mechanical Engineers (ASME) A17.1 - Safety Code for Elevators and Escalators,
    - iv. ASME A17.3 - Safety Code for Existing Elevators and Escalators,
    - v. National Fire Protection Association (NFPA) Supplement 4- Life Safety Code Handbook,
    - vi. Underwriters Laboratories (UL) Standard 104 - Elevator Door Locking Devices and Contacts,
    - vii. UL Standard 1084 - Outline of Investigation for Hoistway Cables.
    - viii. American Standard Safety Code for Elevators & Escalators
4. **PREVENTATIVE MAINTENANCE:** The Contractor shall:
  - A. Perform maintenance on all systems to keep the system equipment operable. Maintenance shall be performed per the most current standards and manufacturers' specifications on a quarterly basis
  - B. Examine elevator equipment and review the following for optimum operation:
    - i. Control and landing position systems
    - ii. Signal fixtures, lighting, sensors
    - iii. Machines, drives, motors, governors, sheaves, and ropes
    - iv. Power units, pumps, valves, and jacks
    - v. Car and hoistway door operating devices and door protection equipment
    - vi. Identify leaks
    - vii. Loadweighers, car frames and platforms, and counterweights
    - viii. Safety mechanism
  - C. Clean doors, jibs, sills and other parts to eliminate debris and maintain proper functioning of elevators.
  - D. Change oil, lubricate equipment, and adjust elevator parts and components, etc.

## Exhibit "A"

- E. Re-lamp all signals as required during regularly scheduled visits and repair or replace components worn due to normal wear and tear.
- F. Document all work performed on the "Maintenance Task & Records" logs provided with each controller and report findings via a detailed list of services and replaced parts/components that were applied to each preventative maintenance service call along with the invoice.

5. **CORRECTIVE REPAIRS:** The Contractor shall:

- A. Not begin work until the Contractor receives a Purchase Order from the City during regular business hours. For emergency repairs that occur outside normal business hours, the City will give the vendor a notice to proceed before work can begin. The vendor must submit a formal quote/estimate, to the City by the close of business on the next available business day.
- B. Return a vandalized elevator to good working order, should the occasion arise.
- C. Be responsible for all replacement parts, including OEM and proprietary parts, as required by this Contract. If, during the term of the Contract, certain elevator or escalator components become obsolete and new OEM parts may not be available, the Contractor may provide rebuilt OEM parts or use new parts from another manufacturer with prior written approval from the City's designated contact. In all cases, rebuilt or reconditioned parts must be equal in quality, operation, and performance to original or OEM parts and free from defects.
- D. Make repairs of the following nature; this list is not all-inclusive:
  - i. Replace Braille chicklet (push buttons)
  - ii. Repair faulty signals
  - iii. Install key switch bezels
  - iv. Wiring issues (elevator stuck with doors open, replaced power supply, reset tripped overload)
  - v. Replace boards (DMC expansion boards, PLC board).
  - vi. Software installation
  - vii. Replace housings
  - viii. Install ADA phones
  - ix. Replace pickup roller
  - x. Adjust doors
  - xi. Adjust door motors
  - xii. Replace doors
- E. Coordinate after any testing or repairs with the designated contact and return the system to service in a fully automatic operating mode in accordance with the manufacturer's instructions and applicable codes and standards within 48 hours. Any delays should be communicated with the City's Point of Contact.
- F. Provide one hardcopy and one digital copy of the test/inspection report documenting any testing, inspections performed, or as-built drawings to the work site Project Manager or their designee within 48 hours of the completion of work.
- G. Notify the facility management designee before leaving the site if a system or component of a system is "red-tagged."
- H. If equipment is red-tagged the Contractor will work proactively with the facility management designee to resolve the issue within 72 hours unless otherwise discussed and agreed upon. Yellow tagged items shall be corrected within 5 days of receiving yellow tag.
- I. Clean all debris resulting from work before leaving the area.
- J. Work with the City to convert all elevators to be monitored either by cellular or data cabling, all POTS lines will be abandoned.

6. **ANNUAL SAFETY TEST:** Contractor shall test equipment as outlined in the American Standard Safety Code for Elevators & Escalators. The Contractor will perform governor and safety tests on traction elevators once per year and relief pressure test on hydraulic elevators once per year.

A. **State Inspection**

- i. The Contractor shall perform all required state inspections per TDLR requirements.
- ii. The Contractor shall ensure all elevators have a Certificate of Compliance

## Exhibit "A"

7. **CAT 5 ELEVATOR LOAD TESTING:** Contractor shall perform the following services in compliance with applicable codes, regulations, and safety standards:
- A. Review of elevator design specifications and any previous testing documentation.
  - B. Coordination with the facility management to schedule testing at appropriate times.
  - C. Confirm that all equipment is in good working condition and prepared for testing.
  - D. Use certified test weights that meet or exceed the required load for the elevator being tested.
  - E. Perform static and dynamic load tests as required by relevant standards (e.g., ASME A17.1, EN 81, or equivalent)
  - F. Verify and record elevator speed, travel time, door operations, and other functional parameters during the test.
  - G. Ensure the use of certified, calibrated testing equipment, including load weights, load cells, and force measurement devices.
  - H. Provide an electronic or hard copy of all test results, including the load weights used and any deviations or issues found.
6. **NEW INSTALLATION/MODIFICATIONS:** Install new elevator or make modifications to existing elevators if required due to parts of old elevator being in limited supply or no longer being made. The City plans to allocate \$150,000 in contingency funds for potential new installations or modifications.
- A. **New Installation/Modifications-** Work to coordinate the installation to prevent minimum downtime. All new elevator equipment installed shall be non-proprietary. The Contractor shall:
- i. Coordinate with any other trades that will need to perform work to get the elevator up to code compliance.
  - ii. Work to shorten lead times and provide non-proprietary equipment.
  - iii. Coordinate installation with facilities manager to ensure that impact is minimal during construction.
  - iv. Provide submittals on all new installation
  - v. All diagnostic tools shall be provided with any new elevator installation.
  - vi. The original equipment manufacturer shall provide engineering support as needed/requested.
  - vii. No exchange-only provision on parts shall be allowed.
  - viii. Any laydown yard must be coordinated with City.
  - ix. All removed parts are to be taken from the site by the contractor unless requested by the City.
  - x. All working areas are to be cleaned of debris following the conclusion of each working day.
8. **RESPONSE TIME:** Response times shall be as follows:
- A. **Emergency Service Calls-** "Emergency Services" are defined as requests made that are immediately necessary and may stop normal operations for the City. The Contractor shall:
- i. Return the call of the City's POC and schedule the repair within one hour of the City's emergency call for repair service.
  - ii. Be on location at the site within two hours after notification by the City that an emergency has occurred.
  - iii. The hours between 6:01 PM and 6:59 AM CST Monday through Friday, weekends, and City-observed holidays are considered "after-hours."
  - iv. The Contractor shall respond to emergency repairs verbally within 20 minutes and, if necessary, be on site within 45 minutes.
  - v. It is the contractor's responsibility to ensure the availability of adequately qualified staff to respond to emergencies at all times.
  - vi. The Contractor shall follow elevator entrapment protocol.
  - vii. The Contractor shall receive authorization in the form of a written response to perform after-hours repairs and maintenance from the City-designated representative or their delegated representative in advance of services being provided.

Exhibit "A"

- B. **Non-Emergency Service Call-** "Non-Emergency Services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:
- i. Call the City POC to schedule a repair within four hours of City's call for repair services.
  - ii. Be on location at the site within 24 hours after notification by the City that non-emergency repair services are required.
- C. **Service Technicians** shall:
- i. Inform the City POC upon completion of the requested work. If work is not completed the technician must contact the City and inform them of when the technician will be on site to complete the task prior to leaving the site.
  - ii. Be fully qualified to work on the listed equipment.
  - iii. Ensure repair parts for repair jobs are onsite within three business days from the work approval date or PO date. If there is a delay of any kind the Contractor would contact the City's point of contact (POC) and explain the delay; if appropriate the POC may alter the schedule.
9. **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 the designated person's name and telephone number.
  - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, 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 written approval of the authorized City's designated representative.
  - C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
  - D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.
10. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.
11. **WARRANTY:** Successful Respondent shall provide at minimum five (5) years 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.



**12. DOCUMENT REQUIREMENTS:**

- A. Work Orders: All work orders shall be detailed and include the description of services provided and summaries of estimated costs. See Attachment G Work Order Sample. All work orders shall be provided to the City prior to invoicing.
- B. Invoices: Invoices shall be received within five days of acceptance of completed work. Invoices shall include the hours for service, a detailed description of work, and a list of parts describing markup. All invoices shall include the identification/serial number of the unit serviced. See Attachment I- Sample Invoice.

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

- A. Confirm the work to be scheduled.
- B. Provide local vehicle parking and access to the work areas. If the City cannot furnish suitable parking, the Contractor shall arrange for off-site parking and transportation to/from the work site.
- C. Provide access to locations where services are required.
- D. Ensure the work area is reasonably free of safety hazards.
- E. Inspect work performed to ensure compliance with the scope of work.
- F. When reports are expected to be produced and submitted to the City.

**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- Proposal Submittal Form
- ☐ Attachment B- Cost Proposal Sheet
- ☐ Attachment C- Reference Sheet
- ☐ Attachment D- City of Round Rock Passenger Elevators (Williamson County)
- ☐ Attachment E- Certificate of Insurance Instructions
- ☐ Certificate of Insurance
- ☐ Copies of all certifications
- ☐ 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, & Timeline**

- i. **System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Program Approach and Timeline:** Describe your technical plan for accomplishing required work and the estimated timeline for a project. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
  - 1) A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
  - 2) Training and development plan for your company.
  - 3) Equipment list

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

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

## Exhibit "A"

- ii. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
  - iii. **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.
  - 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.
  - v. Contractors' past performance with the City may be evaluated.
- C. **Segment 3 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
- i. **Manpower.** Itemize to show the following for each category of personnel with separate hourly rate.
    - 1) Manager, Supervisor
    - 2) Rate applied for each category of personnel
    - 3) Overtime/afterhours rates for each category of personnel
  - ii. **Total (not to exceed) Cost**
4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.
- |  |               |
|--|---------------|
| A. Evaluation Criteria:                                    | Weights:      |
| i. Respondent's Solution, Approach, & Timeline (Segment 1) | 20 pts        |
| ii. Company Work Experience and Personnel (Segment 2)      | 40 pts        |
| iii. <u>Cost Proposal (Segment 3)</u>                      | <u>40 pts</u> |
| Maximum Weight:  | 100 pts       |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
  - C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
  - D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
  - E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
  - F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

## Exhibit "A"

- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

### **5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

### **6. POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

**ATTACHMENT A**  
**SOLCITATION 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.**

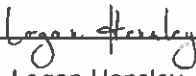
**By signature hereon, the Respondent certifies that:**

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):** Nouveau Texas Elevators

**SIGNATURE (INK/DIGITAL):** 

**NAME (TYPED/PRINTED):** Logan Hensley

**TITLE:** Account Representative **DATE:** 11/6/2024

**STREET:** 11810 Parliament St

**CITY/STATE/ZIP:** San Antonio, Tx, 78216

**TELEPHONE & FAX NO.:** 209-704-1110

**E-MAIL ADDRESS:** lhensley@nouveautexas.com

**FEDERAL TAX IDENTIFICATION NUMBER (FIN):** 85-1443841

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/>

**Exhibit "A"**  
Attachment B- Bid Sheet Elevator and Maintenance RFP 24-034

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 RFP 24-034. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

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

No	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Lead Mechanic Regular Rate	40	Hourly	\$389	\$15,560.00
2	Lead Mechanic Overtime Rate	20	Hourly	\$661	\$13,226.00
3	Lead Mechanic Emergency Rate	20	Hourly	\$778	\$15,560.00
4	Apprentice / Helper Regular Rate	40	Hourly	\$312.00	\$12,480.00
5	Apprentice / Helper Overtime Rate	20	Hourly	\$530.00	\$10,600.00
6	Apprentice / Helper Emergency Rate	20	Hourly	\$624.00	\$12,480.00
7	Annual Inspection	18	Each	\$430.00	\$7,740.00
8	Quarterly Preventative Maintenance	18	Each	\$275.00	\$4,950.00
9	Full Load Testing ( 5 year frequency)	4	Each	\$778.00	\$3,112.00
<b>Annual Total:</b>					<b>\$95,708.00</b>

**Section III - PERCENT OFF/ ADDITIONAL ITEMS:** The information presented in this section will not be assessed based on cost, but it is a crucial component of the contract. It is imperative to provide this information as requested. If the percentage discount is subject to variation, kindly include both the minimum and maximum percentages. Alternatively, you may provide a separate document outlining the breakdown of your percentage calculations.

This section will not be evaluated under Cost but will become part of the contract.	Percent (Markup %) off MSRP Catalog for additional parts not listed above	<b>1.5</b>
---	---	------------

Information Only: The City of Round Rock reserves the right to order other products from the vendor-attached MSRP Catalog

COMPANY NAME:	Nouveau Texas Elevators
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	<u>Logan Hensley</u>
PRINTED NAME:	Logan Hensley
PHONE NUMBER:	209-704-1110
EMAIL ADDRESS:	lhensley@nouveau texas.com

**Exhibit "A"**  
**ATTACHMENT B**  
**REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** 24-034

**RESPONDENT'S NAME:** Logan Hensley **DATE:** 11/4/2024

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        | <u>Darnall Army Medical Center-- Fort Cavazos</u> |
|    | Name of Contact       | <u>Andy Davis</u>                                 |
|    | Title of Contact      | <u>Facilities Manager</u>                         |
|    | E-Mail Address        | <u>adavis@facilityservicesinc.com</u>             |
|    | Present Address       | <u>36071 Old Railhead Drive</u>                   |
|    | City, State, Zip Code | <u>Fort Cavazos, Tx, 76544</u>                    |
|    | Telephone Number      | <u>( 254 ) 532-5603</u> Fax Number: <u>( )</u>    |
  
- |    |                       |  |
|----|-----------------------|--|
| 2. | Company's Name        | <u>Newmark Property Management</u>             |
|    | Name of Contact       | <u>Jasmine Porter</u>                          |
|    | Title of Contact      | <u>Vice President</u>                          |
|    | E-Mail Address        | <u>Jasmine.Porter@nmrk.com</u>                 |
|    | Present Address       | <u>11001 Lakeline Blvd, Bldg 2, Suite 140</u>  |
|    | City, State, Zip Code | <u>Austin, Tx, 78717</u>                       |
|    | Telephone Number      | <u>( 512 ) 328-9792</u> Fax Number: <u>( )</u> |
  
- |    |                       |  |
|----|-----------------------|--|
| 3. | Company's Name        | <u>Stream Realty</u>                           |
|    | Name of Contact       | <u>Amy Smith</u>                               |
|    | Title of Contact      | <u>Vice President</u>                          |
|    | E-Mail Address        | <u>amy.smith@streamrealty.com</u>              |
|    | Present Address       | <u>401 S. 1<sup>st</sup> Street, Suite 700</u> |
|    | City, State, Zip Code | <u>Austin, Tx, 78704</u>                       |
|    | Telephone Number      | <u>( 512 ) 348-8510</u> Fax Number: <u>( )</u> |

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

# NOUVEAU TEXAS

## ELEVATOR & ESCALATOR SERVICES

---

City of Round Rock Elevator Maintenance and Repair  
RFP 24-034

### Evaluation Criteria Response:

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

##### 1. System Concept and Solution:

Nouveau Texas Elevator will provide experienced elevator technicians to give excellent maintenance and repair services for the City of Round Rock elevators. Beyond regular maintenance and repair Nouveau Texas will coordinate with the city to fulfill all yearly elevator inspections and 5 year inspections before each elevator's due date. To have success in fulfilling the scope of work required Nouveau Texas will provide timely and frequent communication via email and phone calls regarding the needs for the elevators. Communication will include work orders, updates on repairs and scheduling repairs as needed. Our technicians will succeed in communicating with the city when they are onsite for elevator work and when they leave.

Nouveau Texas will provide diligent and on time response times. Response times will be successful by having technicians who reside and work in Round Rock and also have dedicated technicians to the needs of the City of Round Rock.

##### 2. Program Approach and Timeline:

Nouveau Texas Elevator has a maintenance scheduling system in place where the technicians will have on their schedules for each month the elevators they need to perform maintenance on. Once they service those units they mark complete. This ensures all units are serviced on their scheduled time.

For repairs needed the process looks like this:

For all parts:

1. The technician will report the part (part number and pictures) to our parts technician and Nouveau's representative for the city.
2. The parts technician will make sure we have all the information and submit parts for ordering on the same day received to our parts ordering department.
3. The parts ordering department will then submit the order to the parts manufacturer or depending on the part they can source the part from our 100,000 sq/ft warehouse at our headquarters. This happens within one day of the part being requested by the technician. We then put the part on our tracker to make sure the process is taking place and the part is being ordered. We have regular team meetings to make sure this is accomplished.
4. Receiving parts will depend on the stock of parts from the manufacturer. When in stock the process from request to local team receiving part takes 3-5 days. Some cases can happen sooner or later depending on part accessibility. We will communicate with you on the timeline of part installation.



## Exhibit "A"

### B. Segment 2 – Company Work Experience and Personnel

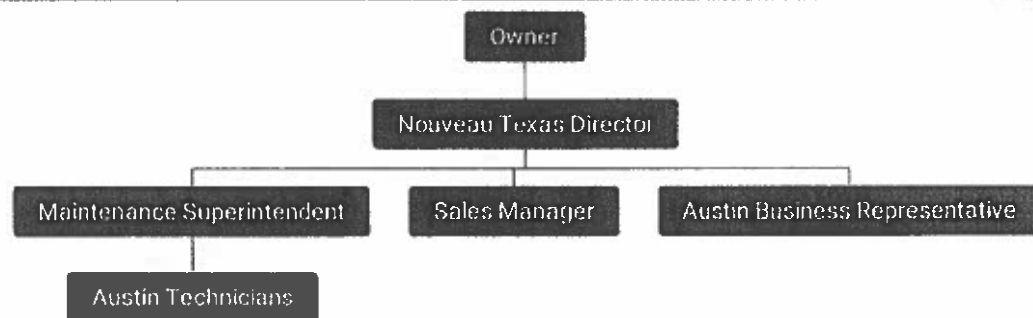
#### 1. Business Organization:

Name: Nouveau Texas

Address: 11810 Parliament St. San Antonio, TX 78216

The Nouveau Texas Austin office and team is fully supported by our Texas main office and warehouse in San Antonio. Nouveau Texas is also fully supported by Nouveau Elevators headquarters in New York. Nouveau Texas LLC is fully licensed in the state of Texas.

#### 2. Project Management Structure:



Nouveau Texas Technicians begin the Nouveau service value of great maintenance, repairs and communication with the customer. One way that Nouveau Elevators maintains great service is that each technician is never given more than 75 units to maintain. This ensures that the technicians have the time to do required maintenance and communicate well to the customer. The technicians communicate directly with the account representative on scheduling and repairs so the account representative can communicate with the customer on updates on parts, installation schedule and providing any work orders needed. The technician or account representative will submit the part ordering request to our parts ordering department and track the parts coming in.

Nouveau Texas operates in a fairly flat organizational structure which allows the ability to move more efficiently and quickly on different projects or situations that need to be taken care of. In cases when a decision needs to be made we are able to quickly get a decision made. The Technicians report to the maintenance superintendent on all repairs and work that needs support or assistance. The account representative reports to the sales manager and also has weekly meetings with the texas director to make sure that all aspects of the jobs are fully supported. This structure allows things to move smoothly and also better helps the customer get a more timely response to needs that may come up. As a family owned and operated business we strive to provide the best service now for our customers that we started with.

#### 3. Prior Experience:

Nouveau Elevators has been in operation for 37 years ([Nouveauelevator.com](http://Nouveauelevator.com)) providing great elevator maintenance, repairs and modifications to its customers. Nouveau Elevators have spread through the United States providing that same great service. Nouveau Elevators moved its service to Texas 6 years ago where it has firmly established itself as a reliable and high level of service elevator company.

Nouveau Texas in Austin currently provides elevator maintenance and repair services to the Darnall Army Hospital at Fort Cavazos in Killeen, Texas. With working in a high traffic and high priority building we

## Exhibit "A"

make sure all units are being serviced at a high level with great detail so the units remain operational for the hospital and all repairs are accomplished in a timely manner. Working on a military base following the protocols is crucial to the relationships there and our ability to be effective to care for the elevators.

Nouveau Texas in Austin services high profile properties such as The Ashton building in Austin and the Stratum buildings in Austin. We service a diverse group of buildings and survive all type of elevators, ages and componers.

#### 4. Personnel:

**Walter Lavin**— Lead Technician and primary service to the City of Round Rock Elevators (80%)

- 29 years of elevator experience in the Austin area.
- Local trainer for working with older elevators.
- Has been to foreign Equipment schools where he has vast knowledge of different elevators and all the ones the city has.
- Formally worked for TKE elevators when they had the maintenance for the City of Round Rock. He was one of the technicians that worked on the elevators the city has. He comes already with knowledge of the elevators the City of Round Rock has. He especially is uniquely qualified to work on the older elevators the city has.
- Vast experience on all types of elevators.
- Lives in Round Rock

**Justin Evans**— Elevator Technician and support for all City of Round Rock elevators. (20%)

- 8 years of elevator experience in the Austin area.
- Currently teaches at the local elevator school
- Services high priority properties.
  - Serviced the Ascension Hospitals in Round Rock for many years.
  - Currendy serves Darnall Hospital at Fort Cavazos.
- Experienced in maintenance and modifications.
- Has worked for many years on all types of elevators.
- Received the National Service Award.

**Logan Hensley**— Account Representative and Point of Contact for the City.

- 10 years of customer support experience.
- Proven communication skills and focus for customer satisfaction.

## Exhibit "A"



### ADDENDUM CITY OF ROUND ROCK, TEXAS

---

Solicitation: RFP 24-034

Addendum No: # 1

Date of Addendum: 10/31/2024

---

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

I. Questions:

1. Q1 : Can we get a list of all elevators that are still under warranty and when those warranty's expire?

A1: The only elevator under warranty currently is the Intermodal and it expires in 10 months. The Baca is in the process of getting a new elevator in approximately 4 months so that will have a warranty as well.

2. Q2: I noticed that the inspection dates on the list of elevators need to be updated. Can we please get the current information?

A2: Please reference TDLR

3. Q3: MRL Elevators require a 5-year inspection and an annual inspection. Can we update the Bid sheet to add in the cost for the 5 Years?

A3: The Bid sheet will be updated to reflect the stated request.

4. Q4: I have a few questions regarding the Cost Proposal Sheet: 1. Item No. 1-3 - Is this "Manager/Supervisor" considered a lead mechanic/field technician or an office staff/supervisor? 2. Item No 4-6 - Dependent on the answer to question 1, can you please confirm that this is for a regular mechanic? There is no option for a team rate, and most repairs are team (mechanic + helper) labor. 3. Item No 10 - Please confirm if you would like to see the cost in Column "Unit Cost" for all elevators or of this shall be per elevator for annual inspection. CAT5 (Full Load Testing every 5 years) will be more expensive than Annual Inspections - would you like to see a unit cost for that as well?

A4:

A4.1: The Manager / Supervisor will be treated as the Lead Mechanic.

A4.2: The Unit cost will be a per elevator cost.

A4.3: Please break out the 5-year load cost separate from the annual cost.

## Exhibit "A"

5. **Q5:** Good morning, In reviewing the documents, it appears only a passenger elevator file (attachment D) was loaded into Bonfire. However, in looking online at the TDLR website, I did find these two elevators/locations that do not appear to be on your list. Can you confirm if these should be included and/or a service elevator file was missed on accident?

**A5:**

- Public Library at 216 E Main Street - Dover DMC at 4500lb, 150fpm Serial #E13169
- Baca Center at 301 West Bagdad - TKE TAC20 at 5000lb, 125fpm Serial #ET3599

- II. **Add Contact:** An additional Authorized Contact for contractual and technical issues has been added as follows:

Authorized Contact: **Danny Dzialo**  
**Superintendent-Facility Maintenance- General Services Department**  
**+1 (512) 671-2781**  
**[ddzialo@roundrocktexas.gov](mailto:ddzialo@roundrocktexas.gov)**

- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

By the publication of this document on the City of Round Rock Bonfire website this addendum is hereby incorporated into and made a part of the above referenced solicitation.