

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

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF AUTOBODY AND/OR  
PAINTLESS DENT REPAIR SERVICES  
WITH  
GAIL HESTER  
D/B/A HESTER’S AUTOMOTIVE AND BODY SHOP**

**THE STATE OF TEXAS** §  
**CITY OF ROUND ROCK** § **KNOW ALL BY THESE PRESENTS:**  
**COUNTY OF WILLIAMSON** §  
**COUNTY OF TRAVIS** §

THAT THIS Agreement for the purchase of autobody and/or paintless dent repair services (referred to herein as the “Agreement”), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2022, 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 **GAIL HESTER D/B/A HESTER’S AUTOMOTIVE AND BODY SHOP**, whose office is located at 406 Sunset Drive, Round Rock, Texas 78681 (referred to herein as the “Vendor”).

**RECITALS:**

**WHEREAS**, City desires to purchase autobody and/or paintless repair services, and associated goods and services; and

**WHEREAS**, City has issued its “Request for Proposal” for the provision of said services, and City has determined that Vendor provides the best value for 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 the 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: City’s Request for Proposal designated Solicitation Number 22-016

(“RFP”) and Vendor’s Response to RFP attached hereto and incorporated herein as Exhibit “A” and any additional exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor’s Response to RFP; and
- (3) City’s RFP, exhibits, and attachments.

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

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means Gail Hester d/b/a Hester’s Automotive and Body Shop, or any of its successors or assigns.

## 2.0 EFFECTIVE DATE AND TERM

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

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

C. Prices shall be firm for the duration of this Agreement. No separate line-item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit “unit price” adjustments upwards only in accordance with Part III, Item 7 of City’s RFP included as a part of Exhibit “A.”

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

### **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the services as outlined in RFP Solicitation Number 22-016; and Response to RFP submitted by Vendor, 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 Vendor in its Response to the RFP.

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

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

The parties specifically acknowledge and agree that Vendor shall be considered as one of two (2) providers (“dual providers”) of the specified goods and services. Vendor 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**

Vendor shall satisfactorily provide all goods and services described under the attached Exhibit “A” at the sole request of the City. Vendor shall provide goods and 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.

### **6.0 COSTS**

A. Only if, as, and when needed by City, the bid costs listed on Attachment D- Cost Proposal Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor. Vendor specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services.

B. The City’s payments to the dual providers collectively shall not exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00) per year** and shall not exceed **One Million and No/100 Dollars (\$1,000,000.00)** in total for the term of this Agreement.

### **7.0 INVOICES**

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

A. Name and address of Vendor;

- B. Purchase Order Number;
- C. Description and quantity of items received; 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 of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **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 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.

## **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 Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. 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:

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

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

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 Vendor, cancel this Agreement without incurring any 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.

## **12.0 TAXES**

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

## **13.0 ORDERS PLACED WITH ALTERNATE VENDORS**

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

## **14.0 INSURANCE**

Vendor shall meet all requirements as stated in Part II, Section 2 of the attached RFP Solicitation Number 22-016.

## **15.0 CITY'S REPRESENTATIVE**

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

Rocky Buoy  
Manager Fleet Operations  
212 Commerce Cove  
Round Rock, TX 78664  
737-610-5451  
[r buoy@roundrocktexas.gov](mailto:r buoy@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 Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations 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 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, 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 Vendor, Vendor 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, Vendor shall submit a statement showing in detail the goods and services satisfactorily performed

hereunder 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.

## **19.0 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.

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

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

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

Agreement on behalf of Vendor verifies Vendor 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 Vendor:**

Gail Hester  
d/b/a Hester's Automotive and Body Shop  
406 Sunset Drive  
Round Rock, Texas 78681

### **Notice to City:**

City Manager		Stephanie Sandre, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

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

## **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, constitute the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

## **25.0 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.

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

**Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

[Signatures on the following page.]

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

**City of Round Rock, Texas**

**Gail Hester d/b/a Hester's Automotive and Body Shop**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

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

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

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



**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)**

**AUTOBODY AND/OR PAINTLESS DENT REPAIR  
SERVICES**

**SOLICITATION NUMBER 22-016**

**June 2022**

**AUTOBODY AND/OR PAINTLESS DENT REPAIR SERVICES  
 PART I  
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City’s fleet which ranges in size from small cars and pickup trucks to heavy equipment.
2. **BACKGROUND:** The City of Round Rock has a fleet of 453 light vehicles including sedans, SUV’s, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV’s, 56 trailers, and 214 pieces of construction and agricultural equipment that on occasion may suffer from surface damages due to accidents or weather events.

The City intends to award to all responsive respondents that the City deems qualified as determined by evaluated total scores equal to or greater than 80 points. The total value of the resulting contract(s) shall not exceed \$200,000 per fiscal year for all awarded Contractors combined.

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

Description	Index
Part I – General Requirements	Page(s) 2-6
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 7
Part III – Supplemental Terms and Conditions	Page(s) 8-10
Part IV – Scope of Work	Page(s) 11-14
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 15-17
Attachment A – Proposal Submittal Form and Execution	Page 18
Attachment B – Reference Sheet	Page 19
Attachment C – Subcontractor Information Form	Page 20
Attachment D – Cost Proposal Worksheet	Separate Attachment

4. **AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

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

**Adam Gagnon**  
 Purchaser  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-218-5456  
 E-mail: [agagnon@roundrocktexas.gov](mailto:agagnon@roundrocktexas.gov)

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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

EVENT	DATE
Solicitation released	June 15, 2022
Optional Pre-Proposal meeting	June 24, 2022 @ 10:00 AM CST
Deadline for submission of questions	June 27, 2022 @ 5:00 PM CST
City responses to questions or addendums	Approximately June 31, 2022 @ 5:00 PM CST
<b>Deadline for submission of responses</b>	<b>July 18, 2022 @ 3:00 PM CST</b>

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the “Authorized Purchasing Contact”. The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

**6. SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> 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.

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

A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall initially begin at:

**City of Round Rock City Council Chambers  
 221 East Main Street  
 Round Rock, Texas 78664**

B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.

C. It is the responsibility of the Respondent to determine material requirements, equipment requirements, labor requirements and other solicitation related details.

**8. RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock  
 Attn: Amanda Crowell  
 Purchasing Division  
 221 E. Main Street  
 Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and “DO NOT OPEN”.
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written proposal.

- F. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
- G. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

**9. RESPONDENT MINIMUM REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. An electronic signature on the "original" solicitation response is acceptable but any resulting contract shall be signed in ink. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
  - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
  - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
  - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of the Respondent's submittal.
  - **Attachment C: SUBCONTRACTOR INFORMATION FORM:** Provide a completed copy of the Subcontractor Information Form.
  - **Attachment D: COST PROPOSAL SHEET:** The cost proposal sheet should be completed for the City to accurately compare cost proposals. 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.

**10. CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

- 11. SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
- 12. 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)
- 13. 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 offer decision has been made. Communication between 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 or award of the offer then in evaluation, or any future offer.
- 14. 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.



- 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.

**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/> .
3. **ADDITIONAL INSURANCE REQUIREMENTS:** The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles. The policy shall include these endorsements in favor of the City of Round Rock: a) Waiver of Subrogation b) Thirty (30) days Notice of Cancellation c) The City of Round Rock listed as an additional insured.

**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 autobody and/or paintless dent 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. 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 their working repair location within 15 miles of City of Round Rock fleet facilities which are located at:

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

**This requirement does not apply to paintless dent repair services which will be performed on City property.**
  
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
  - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
  - E. All work that is to be subcontracted must be approved by the City prior to work beginning.
  
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
  - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.

- B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

5. **WORKFORCE:** Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. 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 15%. 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.

7. **PRICE INCREASE:** Contract prices for auto body and/or paintless dent 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 5% 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. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock  
Purchasing Department  
Attn: Contract Specialist  
221 E Main Street  
Round Rock, TX 79664-5299**

- ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the respondent, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the 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
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **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:  
**Rocky Bouy**  
**Fleet Manager**  
**General Services**  
**Phone: 512-529-8317**  
**E-mail: [r buoy@roundrocktexas.gov](mailto:r buoy@roundrocktexas.gov)**
11. **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.

**PART IV  
SCOPE OF WORK**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City's fleet which ranges in size from small cars and pickup trucks to heavy equipment.
2. **BACKGROUND:** The City of Round Rock has a fleet of 453 light vehicles including sedans, SUV's, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV's, 56 trailers, and 214 pieces of construction and agricultural equipment that on occasion may suffer from surface damages due to accidents or weather.
3. **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.
4. **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.
5. **RESPONSE TIME:** Response times shall be as follows:

**Non-Emergency Service Calls:** “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:

  - A. Respond and provide a written estimate for non-emergency service calls within two (2) business days and begin work within five (5) days of the original request provided a PO is issued to the Contractor.
  - B. Services will be performed during normal operation hours which are 7:00AM-6:00PM, Monday-Friday.
6. **AUTOBODY REPAIR SERVICES:** These services are listed under Section I of Attachment A- Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet the City will assume you do not intend to provide these services in the resulting contract.
  - A. The Contractor shall-
    - i. Inspect the car frame for structural damage and assess repairability on all damaged areas including but not limited to windshields, doors, tires, frame, and/or the body of the car.
    - ii. Provide a written estimate to the City's designated representative within two business days of pick up. Repair work shall not commence until the Contractor has received a City-issued purchase order number. The City reserves the right to request photos for any estimate before approval of work to begin.
    - iii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays to this completion time must be communicated to the City's point of contact on a weekly basis.

- iv. Conduct approved repairs to or replacement of body damage and restore vehicle to original condition and finish.
- v. Paint and/or use blending techniques to match existing color.
- vi. Contractor must complete quality control inspections of all vehicles after completion of repairs for conformance to the original manufacturer's standards and configuration before returning the vehicles to the City.

**B. Facility Requirements:** The Contractor shall-

- i. Have a facility large enough to accommodate the Contractor's current workload as well as the additional workload resulting from award of this contract.
- ii. Provide daily, year-round service regardless of weather conditions.
- iii. Park all police vehicles in a secured area with controlled access. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight. The City reserves the right to determine if the secured area will meet the City's needs.
- iv. The City reserves the right to tour the facility to confirm that the security of the facility will meet the City's needs prior to award.

**C. Parts and Materials:**

- i. Repair parts and materials shall be new unless alternative "after- market" or used parts were specifically approved by the City's designated representative in advance.
- ii. All repair parts and materials used must be certified by their manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.
- iii. When non-OEM parts are approved for use, such parts must be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.

**D. 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.

**E. Pickup and Delivery of City Vehicles:** The Contractor shall provide pickup and delivery services for regular City's vehicles in need of repair within 24 hours of contact.

- i. The City requires the Contractor to arrange for pickup or towing of the vehicle(s) requested for repair.
- ii. The City's pickup and delivery location is:  
City of Round Rock Vehicle Maintenance  
901 Luther Peterson Place  
Round Rock, Texas 78664

**OR**

Upon request by the City's POC, the vehicle will be towed from the scene of a collision or in situations where the vehicle is not able to be driven safely.

- iii. Pick up and drop off vehicles shall occur during normal business operating hours of 8:00 am - 5:00 pm. This will not include holidays or weekends.
- iv. Under no circumstance are police vehicles to be driven to the repair facility by non-police personnel, they must be towed.
- v. The City must be contacted promptly upon completion of work so that the vehicle can be placed back in service.

7. **PAINTLESS DENT REPAIR SERVICES:** These services are listed under Section III of Attachment A-Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet the City will assume you do not intend to provide these services in the resulting contract.

A. **Service Requirements:**

i. Services shall be performed at:

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

ii. The City requires that paintless dent repair services be performed on-site. The City shall provide a clean bay for the Contractor to work in.

iii. The bay that the City will provide can hold up to three cars or SUVs if needed.

iv. The Contractor may work on more than one vehicle at a time in the bay.

B. **Contractor Responsibilities:** The Contractor shall-

i. Provide a written estimate to the City's designated representative within two days. Repair work shall not commence until the Contractor has received a City-issued purchase order number.

ii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays in this completion must be communicated with the City's point of contact on a weekly basis

iii. Bring their own tools on site. The City is not responsible for the tools and will not provide storage for any tools.

iv. Bring additional spotlighting as lighting in the bay may not be adequate to see smaller dents.

v. If, after an initial assessment, it is determined that repairs cannot be made without damaging the paint the Contractor must discuss options with City POC.

vi. Make recommendations for repair options to City POC if work can be completed with a different product or treatment. These options must be approved prior to work starting.

vii. Inform department if a repair may cause any structural issues like "oil-canning" after work is complete.

viii. Vehicle will be finished to original manufactured conditions including clear coat.

ix. Contractor must quality-inspect all vehicles after completion of repairs for conformance before returning the vehicles to the City.

x. All work must be completed without cracking or scratching the paint.

C. **Warranty:** Successful Respondent shall provide at minimum one (1) year warranty on all workmanship. All warranty work shall be completed within five (5) working days from notice of defect.

8. **ESTIMATES:** It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until an estimate has been approved and a purchase order sent to the Contractor for repair work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.

Each written estimate shall include the following information:

A. Vehicle Identification Number (VIN) of Vehicle

B. Department name and location of the project

C. Contractor's designated contact name and telephone number

D. Breakdown of labor costs (number of workers, hours worked, hourly rate)

E. Materials (detailed description, quantity, unit price, and extended price amounts)

F. Total cost (labor and materials)

G. Description specifying work to be done



- H. Time projected to complete the project
- I. The City reserves the right to request photos for any estimate before approving the work

**9. INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice including:

- A. The total hours worked and hourly labor rate.
- B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated in the cost proposal sheet, will be allowed for material. Invoices shall have attached a copy of paid materials receipt from the supplier.
- C. The associated VIN.

**10. CITY'S RESPONSIBILITIES:** The City will-

- A. Provide the Contractor with a complete and accurate project overview with the request for estimate.
- B. Coordinate scheduling with Contractor.
- C. Ensure keys are in the vehicle for pickup.
- D. Ensure work area is reasonably free of safety hazards.
- E. Provide access to locations where services are required.
- F. Provide local vehicle parking and access to the work areas.
- G. Provide reasonable access to standard power and water utilities as needed to complete the project.
- H. Inspect work performed to ensure compliance with the scope of work.
- I. Review all invoices to ensure accuracy.

**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. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

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>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
  - A. **Tab 1- 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.
  - B. **Tab 2 – Program (35 points):** Describe your plan for autobody or paintless dent repair services. Specifically provide:
    - i. A statement defining your understanding of the scope of work.
    - ii. Detailed steps you will take in proceeding from receiving a request for repair to completion of repair and return of vehicle to the City.
    - iii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state their compliance with terms of this Request for Proposal (RFP) or clearly document any exceptions.
    - iv. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight.
  - C. **Tab 3 - Project Management Structure:** Provide a general explanation and chart which specifies company chain of command. If use of subcontractors is proposed, identify their placement in the management structure and provide project descriptions for each subcontractor.
  - D. **Tab 4 – Prior Work Experience (35 pts for Tabs 4 & 5):** Describe only relevant municipal, corporate, and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply a description of the type of repairs, year completed, and the organization's information.
  - E. **Tab 5 - Personnel:** Include names, qualifications, certifications, and resumes of all personnel who will be assigned to work on City vehicles and the City account. State the primary work assigned to each person. Identify key persons by name and title.

- F. Tab 6- Authorized Negotiator: Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- G. Tab 7 – Attachments and Addendum: including Attachment A – Proposal Submittal Form and Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Information Form, signed addendums (if applicable).
- H. Tab 8– Attachment D- Cost Proposal Worksheet (30 pts): Information described in the following sub-sections 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- hourly rates
  - ii. Percent over cost of supplies and materials (not to exceed 15%)
  - iii. Towing Expenses- list your **flat rate fee** for towing on Attachment D- Cost Proposal Worksheet, Section V. **No alternative or fluctuating tow rate schedule will be considered.**
  - iv. Total (not to exceed) Cost
- I. Tab 9- Exceptions: 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.

**6. EVALUATION CRITERIA:** 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:
• Program (Tab 2)	35 pts
• Work Experience and Personnel Qualifications (Tabs 4 & 5)	35 pts
• <u>Cost Proposal (Tab 8)</u>	30 pts
Maximum Weight:	100 pts
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City’s opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a “short list” of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each “short listed” Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

**7. 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.
  - D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
    - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
    - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
  - E. 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.
  - F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.
8. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
  - B. Identify specific milestones, goals, and strategies to meet objectives.

# Hester's Automotive and Body Shop

Response to City of Round Rock RFP

Autobody and/or Paintless Dent Repair Services

Solicitation Number 22-016

Alexander R. Jones

Hester's Automotive and Body Shop

[estimates.hestersauto@gmail.com](mailto:estimates.hestersauto@gmail.com)

512-255-3411

# Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

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## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Executive Summary**

Hester's Automotive and Body Shop is pleased to submit this response to the City of Round Rock's Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15.

Included, please find a brief history and description of Hester's Automotive and Body Shop and response to the Request for Proposal (RFP). Hester's Automotive and Body Shop is seeking to provide both the autobody and Paintless Dent Repair (PDR) services as outlined in the RFP. As defined by the RFP, the proposal consists of all required elements including attachments and addendum.

### **Company History**

Hester's Automotive and Body Shop has been serving the City of Round Rock, the City of Round Rock's residents, and surrounding communities for 62 years and counting.

Hester's Automotive and Body Shop is recognized by the Round Rock Chamber of Commerce as the longest running small business in the City of Round Rock. The Round Rock Chamber of Commerce has recognized Hester's Automotive and Body Shop owner, Gail "Big Boy" Hester, with the 2019 Lifetime Achievement Award and renamed its annual Small Business of the Year award to the "Big Boy Hester Small Business of the Year" award.

Hester's Automotive and Body Shop is a three generation, family owned, and operated business that proudly serves our community with quality automotive and body shop repairs.

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### **Transmittal Page**

Hester's Automotive and Body Shop

406 Sunset Drive

Round Rock, TX. 78664

July 18, 2022

City of Round Rock, Texas

Purchasing Division

221 East Main Street

Round Rock, TX 78664-5299

Dear City of Round Rock Purchasing Division,

Hester's Automotive and Body Shop submit herewith our response to the City of Round Rock Autobody and/or Paintless Dent Repair Services, RFP No. 22-016 Class/Item: 928-15.

Sincerely,

Alexander R. Jones

Automotive and Body Shop Manager

Hester's Automotive and Body Shop



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Hester's Automotive and Body Shop

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### **Business Organization**

Hester's Automotive and Body Shop, a sole proprietorship, licensed in the state of Texas as Gail

Hester dba Hester's Automotive and Body Shop. Hester's Automotive and Body Shop maintains

a single location at:

**Hester's Automotive and Body Shop**

**406 Sunset Drive**

**Round Rock, Texas 78664**

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Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Program**

#### **Statement of Understanding of Scope of Work**

Hester's Automotive and Body Shop is pleased to respond to the City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15. We understand the requirements of the Request for Proposal (RFP) and are submitting our responses herewith.

#### **Procedural Steps to be Followed**

At Hester's Automotive and Body Shop, we aim to provide the best customer service with every customer, in every step of the repair process. We always strive to provide the most cost efficient repairs at the highest safety standards, while meeting all Original Equipment Manufacturer (OEM) specifications to bring your vehicle back to its original condition.

Hester's Automotive and Body Shop uses CCC One→, an industry leading suite of software products for all aspects of collision repairs including estimating, repair workflow, repair quality, and consumer engagement. CCC One→ enables our team to perform thorough, consistent repairs using industry accepted standards and OEM specifications. We leverage ALLDATA, the #1 automotive repair software which provides up-to-date OEM repair information and procedures for 95% of all vehicles on the road today. In addition, we use BASF Automotive Refinish SmartColor→ for paint color matching.

From the moment you call and notify us of the need of our services, you can trust that we will fulfill your needs in a timely manner following the steps outlined below:

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### ***Step 1***

Following a notification from the City of Round Rock of a vehicle in need of repair, we will set up a preliminary inspection, where the Body Shop Manager and/or lead estimator, will come to the specified City of Round Rock facility and take photos of the vehicle. The photos taken will document the following:

- VIN plate on driver's door, door jamb, or on driver's side dash
- Mileage
- Asset number
- Views of all four corners of vehicle
- Front and rear of vehicle
- Up close details of damaged area(s)
- Distanced views of damaged area(s)

### ***Step 2***

After all photographs have been taken, a preliminary estimate of the damages will be written within the required two (2) day period. During this step, all photos are analyzed to identify cosmetic, structural, and suspension damage. This analysis includes:

- Repair versus replace cost analysis
- Identify affected panel construction material type for proper quoting
- Identify Remove and Inspect (R&I) items
- Identify Remove and Replace (R&R) items
- Identify required blending (application of clear coat to undamaged adjacent panels)

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- Identify required decal removal
- Identify required fluid recovery such as refrigerant, fuel, oil, and other fluids
- Identify required frame work including setup and pull times
- Identify welded or bonded panels and required specialty consumables such as corrosion protectants
- Sublet services identification such as PDR, glass, alignments, and tire services
- Sublet materials and handling identification such as hazardous waste removal, corrosion protection, and consumables such as primer, seam sealer, adhesives, freon, etc.

Based upon the analysis, project and labor breakdowns are created to form the preliminary estimate. Upon completing the estimate, all photos, and an estimated date of completion will be sent electronically to the appropriate contact at the City of Round Rock for review and approval.

Each estimate will also include the following information:

- Department name and location work will be completed
- Designated contact name and phone number
- Breakdown of labor costs (number of workers, hours worked and hourly rates)
- Materials (detailed descriptions, quantity, unit prices and extended price amounts)
- Total cost (labor and materials)
- Description of work to be completed
- Time projected to complete the project

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### ***Step 3***

Once approved by the City of Round Rock, Hester's Automotive and Body Shop will confirm or deny the job. If accepted, Steps 4 and 5 below will begin in parallel.

### ***Step 4***

All parts approved in the initial estimate will be ordered at this time. All parts will be OEM, or if approved by the City of Round Rock, Certified Automotive Parts Association (CAPA) aftermarket or used parts. If any parts are on backorder, Hester's Automotive and Body Shop will communicate this status to the City of Round Rock. Upon delivery from supplier(s), all parts will be inspected to ensure there are no missing or damaged parts.

If no parts are required, this step is not applicable.

### ***Step 5***

Transportation arrangements will be made for the vehicle. If the City of Round Rock does not deliver the vehicle to Hester's Automotive and Body Shop, we will schedule a date and time for towing of the vehicle from 901 Luther Peterson Place and deliver at 406 Sunset Drive within the defined five (5) day period. Towing will be performed by subcontractor, Double R Towing.

Double R Towing has access to the Hester's Automotive and Body Shop facility for after hour deliveries. When a law enforcement vehicle is involved and needs to be towed after normal business hours (Monday-Friday 8:00 am-5:00 pm), a representative of Hester's Automotive and Body Shop will meet Double R Towing to ensure the vehicle gets stored in the safest manner possible. All City of Round Rock vehicles will be stored inside our fenced and locked parking lot,

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and all law enforcement vehicles will be stored inside one of our locked garage bays for additional security.

### ***Step 6***

Next, the teardown process begins. Teardown includes tasks such as:

- Pre-scan for mechanical issues
- Removing all affected components such as bumpers, fenders, lights, bolt on panels, and specialty components
- Glass removal
- Fluid removals
- Removal of interior components such as seats, headliner, and trim pieces

It is during this step that additional damage may be discovered that was hidden during the preliminary inspection (Step 1). If additional damage is discovered, a supplement will be written for the additional parts and labor. Creation of any supplements follows a similar process as defined in Step 2 above. The supplement, pre-scan report, and any additional photos will be sent to the appropriate contact at the City of Round Rock for authorization. If a supplement is required, the repair project will be suspended until supplement approval from the City of Round Rock is received. Once approval is received, any additional required parts will be ordered as described in Step 4 above.

### ***Step 7***

Hester's Automotive and Body Shop follows industry best practices and procedures for all repairs based upon vehicle manufacturer's specifications. The repair process entails returning

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the vehicle to its pre-collision condition. This will vary on each project but at a high level it includes tasks like:

- Decal removal
- Grinding, sanding original paint, and drilling out spot welds
- Removing and or sectioning existing panels
- Frame work which involves detailed measuring, welding pull pins and plates, pulling, and other fine adjustments
- Welding of replaced panels, sectioned panels, frame sections, and spot welding
- Apply body fillers such as Bondo® Filler and Resin and fiberglass
- Sanding to a primer and paint ready condition
- Scuffing and application of adhesion promoter on all plastic panels to be painted
- Scuffing and application of sealer on metal components to be painted
- Any required and approved mechanical issues found by pre-scan are fixed

Throughout the repair process, as components are installed, they are measured to validate compliance with OEM standards.

Note, painting of bolt-on components may be performed during this step utilizing the process described in Step 8 below.

### **Step 8**

Upon completion of the body work repair, the vehicle will be moved to our fully enclosed and ventilated paint booth. Every vehicle comes with a vehicle specific paint code. Hester's Automotive and Body Shop utilizes BASF Automotive Refinish SmartColor to formulate and mix

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the paint color for the vehicle. Prior to painting, all areas not to be painted are wrapped in plastic and taped. Windows, mirrors, and door jambs are masked to prevent overspray. Areas to be painted are wiped down with a cleaning solvent to be freed of any dust or foreign material. To provide the best color match possible and minimize material waste, all repaired areas of the vehicle will be painted at the same time. Clear coating is applied immediately after the paint. All panels requiring blending will be blended. The paint is then allowed to cure in a dust free environment for a minimum of 12 hours (or the time specified by manufacturer's recommendations). After the paint has cured, any imperfections will be color sanded and buffed to ensure the highest quality finish.

### ***Step 9***

The final assembly process includes tasks such as:

- Re-installation of any remaining bolt-on parts
- Re-installation of removed interior and specialized components
- Installation of new or removed glass
- Suspension alignment and tire services
- Final adjustments performed to meet vehicle specifications

### ***Step 10***

After the vehicle is completely reassembled, the Body Shop Manager will perform a quality control inspection to verify all repairs meet OEM specifications. This includes tasks such as:

- Post-scan to validate any mechanical repairs completed
- Test drive for non-law enforcement vehicles when mechanical repairs were performed



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- Paint inspection
- Electrical and lighting inspection such as headlights, taillights, and horns

Note, due to the terms of this contract, Hester's Automotive and Body Shop will not be able to perform normal post-mechanical repair test drives on law enforcement vehicles which are often necessary to validate these types of repairs.

### ***Step 11***

Once the vehicle is verified as repaired to specification, it is hand washed and vacuumed at our facility. We wipe down all interior surfaces to ensure no dust, metal shavings, etc. are in the vehicle.

### ***Step 12***

After deemed complete, Hester's Automotive and Body Shop will finalize the invoice, which shall include:

- Total hours worked and hourly labor rate
- Supplies and materials price including markup
- Receipts of materials used
- Associated VIN
- Additional job specific documentation may also be included such as pre and post-scan reports

The final invoice will be submitted electronically to the appropriate City of Round Rock contact.

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### **Step 13**

The Automotive and Body Shop Manager will inform the City of Round Rock contact that the project is complete. Unless directed to do otherwise by the City of Round Rock Contact, Hester's Automotive and Body Shop will schedule Double R Towing to pick up and deliver the repaired vehicle from Hester's Automotive and Body Shop to the City of Round Rock Fleet Maintenance facility.

### **Statement of Compliance**

Hester's Automotive and Body Shop follows all federal, state, and local governing entities rules and regulations. We display posters containing information on the Workers' Compensation Program, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act, the Employee Polygraph Protection Act, and the Occupational Safety and Health Act as required by the State of Texas.

Hester's Automotive and Body Shop complies with the terms of the City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15.

Hester's Automotive and Body Shop finds the PDR tables utilized in Attachment C – Cost Proposal Worksheet does not conform to industry recognized standards or Hester's Automotive and Body Shop's experience with the City of Round Rock's repair needs. For instance:

- Estimated quantity of hours for Structural Repairs (Section I #3) and Mechanical Repair Services (Section I #4) are disproportionately high compared to Body Repair Shop Services (Section I #1) and Rate Painting Services (Section I #2).
- PDR dent ranges utilized in the RFP (1-5, 5-10, and 10+) have overlapping ranges

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- PDR panel locations such as hood, roof, deck lid, doors, roof rails, etc. are not differentiated
- PDR panel materials such as aluminum and high strength steel are not differentiated
- PDR other standard markups like panels requiring glue pulls and over-sized vehicles like full size sport utility vehicles, heavy duty trucks, vans, etc.

Hester's Automotive and Body Shop has utilized a cost averaging methodology to best conform with the RFP's approach for PDR labor costs.

### **Security of Vehicles**

Hester's Automotive and Body Shop provides a secure facility where the City of Round Rock's vehicles will be stored and repaired. The facility is enclosed by an 8 foot high chain fence with gates secured with chain and locks. Access to lock combination and keys are controlled by Hester's Automotive and Body Shop and is limited to select employees and a single trusted sub-contracting tow company: Double R Towing.

Additional security will be provided for law enforcement vehicles requiring overnight storage.

Law enforcement vehicles will be further secured in one of the 5 bays of our facility that include additional door locks.

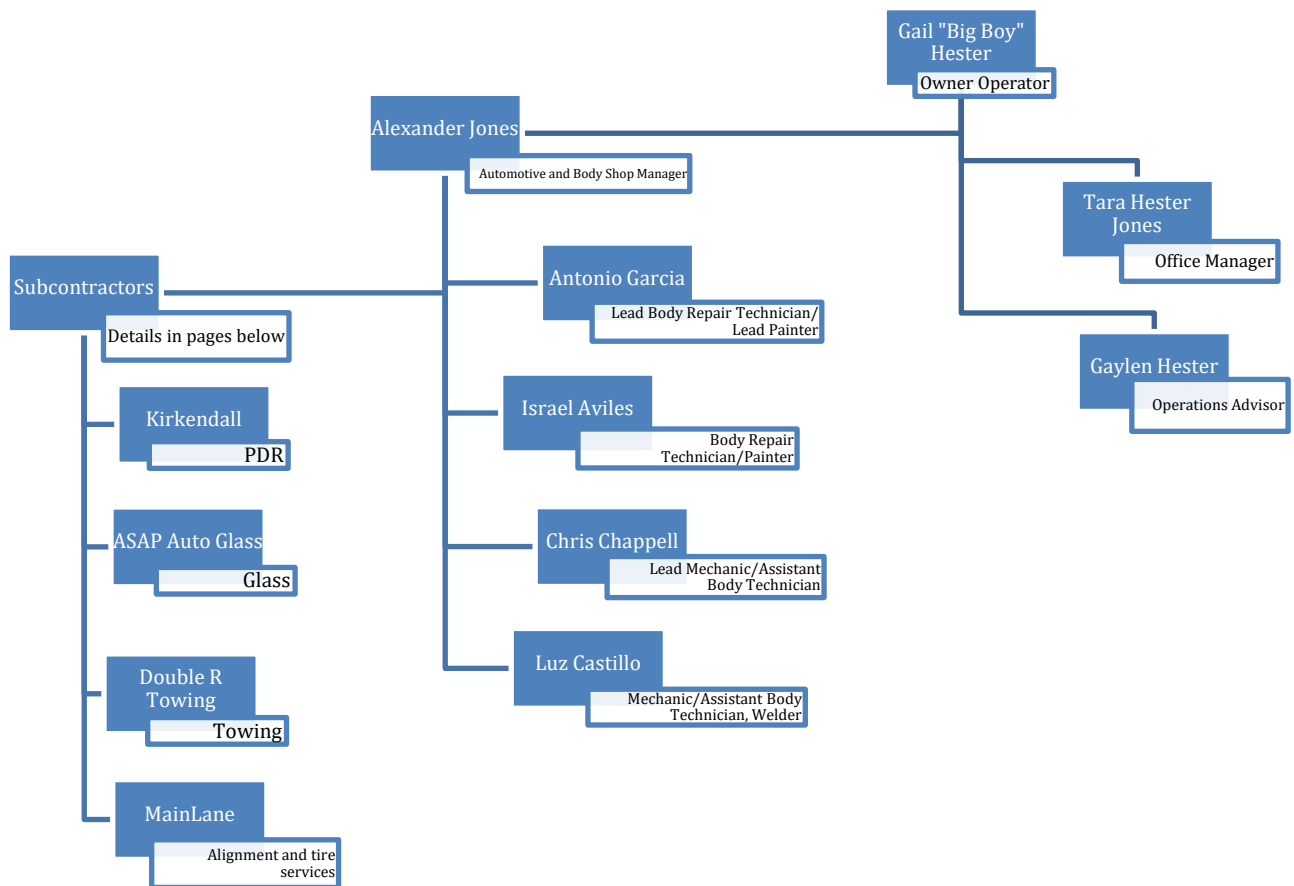
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## Project Management Structure

Hester's Automotive and Body Shop is a small business with 8 employees as shown below. All operations are overseen by the business owner and operator. Day-to-day operations of all aspects of repairs is managed by the Automotive and Body Shop Manager. Other operational aspects such as payroll and finances are performed by the Office Manager. All body repair technicians and mechanics are supervised by the Automotive and Body Shop Manager and managed by the Owner/Operator.



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### **Subcontractor Project Descriptions**

All subcontractors are managed by the Automotive and Body Shop Manager. The use of subcontractors for this contract is limited to the following:

**Paintless Dent Repair (PDR)** will be performed by Kirkendall. Hester's Automotive and Body Shop has been subcontracting Kirkendall for paintless dent repair for the last three (3) years. For this contract, when possible, paintless dent repair processes will be utilized. When circumstances warrant such repairs, Hester's Automotive and Body Shop will contact Kirkendall to perform this service. This relationship is overseen by the Automotive and Body Shop Manager.

**Glass supplies and installation** services will be performed by ASAP Auto Glass. ASAP Auto Glass has been a subcontractor for Hester's Automotive and Body Shop for over five (5) years. When these services are required, Hester's Automotive and Body Shop will contact ASAP Auto Glass to provide the required glass and perform the installation. This relationship is overseen by the Automotive and Body Shop Manager.

**Towing** services will be performed by another locally owned business: Double R Towing. Hester's Automotive and Body Shop has been subcontracting Double R Towing for over 20 years and they are currently on the City of Round Rock's towing rotation. When towing services are required, Hester's Automotive and Body Shop will contact Double R Towing to perform this service. This relationship is overseen by the Automotive and Body Shop Manager.

**Alignment and tire** services will be performed by MainLane. Hester's Automotive and Body Shop has been subcontracting MainLane for approximately 3 years for all suspension

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alignments and tire services such as mounting and balancing. When these services are required,

Hester's Automotive and Body Shop will contact MainLane to perform this service. This

relationship is overseen by the Automotive and Body Shop Manager.

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### **Prior Work Experience**

Over the years, Hester's Automotive and Body Shop has been the primary auto body repair facility for several large commercial accounts. We have also been a primary repair facility for the City of Round Rock. Between the City of Round Rock and other commercial accounts, we routinely perform repairs on a variety of vehicles, ranging from light duty cars and trucks to passenger vans and buses, to law enforcement vehicles, etc.

Current commercial accounts include Anchor-Ventana Glass, Emerald Lawns, The Rios Group, Kenmar Residential Services, and other smaller accounts. These businesses have both standard and uniquely equipped vehicles. Hester's Automotive and Body Shop has the versatility and experience to service specialized vehicles.

Below are some examples of the businesses we've completed work for, a description of their fleet, and the types of past repairs performed:

#### ***The City of Round Rock (2000-Current)***

901 Luther Peterson Place, Round Rock, TX., 78665

Vehicles and repairs: 453 light vehicles (sedans, SUV's, vans, and light trucks) and 104 medium and large trucks. The City of Round Rock is our largest and most commercial account. Vehicle repair projects have ranged from small cars to large utility bed pickups. A large portion of repairs performed have been on law enforcement vehicles, including Ford Crown Victoria's, Ford Explorers, Chevrolet Tahoe's, and occasional undercover vehicles. What makes these vehicles unique is the variety of after-market components. Hester's Automotive and Body Shop has the experience, knowledge, and tools to complete repairs on vehicles equipped with

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components like front bumper push guards, backseat security cages, and canine (K-9) equipment. Hester's Automotive and Body Shop understands that law enforcement vehicles are a necessity to keeping our city safe, so these vehicles take priority over most jobs. Over the past 20 years, Hester's Automotive and Body Shop has performed common repairs including bolt on body parts, welded body panels, and mechanical and suspension components. More specialized work has included utility bed door replacements, bumper replacements, and other specialty equipment repair and paint. During this period, there have been no jobs rejected for not meeting the City of Round Rock's expectations or specifications.

### ***Anchor-Ventana Glass (2010-Current)***

1609 Chisholm Trail #100, Round Rock, TX., 78681

Vehicles and repairs: Approximately 30 - ½, ¾, and 1 ton heavy duty pickups. Most of Anchor-Ventana's vehicles are equipped with specialized glass transportation racks on the beds. Past repairs include bolt on body panels, weld on bed panels, and complete roofs. Repairs often include removal and safe storage of specialized components while repairs are performed.

### ***Emerald Lawns (2018-Current)***

3567 Rocking J Rd, Round Rock, TX., 78665

Vehicles and repairs: Approximately 60 - ½, ¾, and 1 ton heavy duty pickups. A large portion of Emerald Lawns' vehicles are flatbeds equipped with specialty lawn and pest control components. Most repairs have been front-end collision jobs and bed repair and/or replacement. In some cases, major repairs have included complete interior removal to allow



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the sectioning in a piece of the cab or to replace a roof. Several repairs have required complete suspension overhaul and axle replacements.

### ***The Rios Group (2015-Current)***

575 Round Rock West Drive, Round Rock, TX., 78681

Vehicles and repairs: Approximately 20 - ¾ and 1 ton heavy duty full size pickups. Repairs completed range from small front-end jobs, doors, and cab components up to complete bed panel and full bed replacements. Suspension and drivetrain repairs have also been performed.

### ***Kenmar Residential Services (2012-Current)***

33 Cypress Blvd #100, Round Rock, TX., 78665

Vehicles and repairs: Approximately 30 - ½ and 1 ton passenger vans and approximately 20 light duty vehicles (cars and sport utility vehicles (SUV)). Past repairs range from small fender work to complete side panel and roof replacements. Regular mechanical and suspension work on a large portion of these vehicles is regularly performed.

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### **Personnel**

Hester's Automotive and Body Shop takes pride in all work performed. Established in 1960 by Round Rock native, Gail "Big Boy" Hester, our superior quality and service has been the cornerstone of the company and allowed us to thrive in the community as a preferred automotive and body shop. This success is also seen in the tenure of our employees who bring together over 200 years of automotive and body shop repair experience! Many employees have prior automotive and body repair experiences, before joining the Hester's Automotive and Body Shop team.

#### ***Gail "Big Boy" Hester – Owner and Operator***

As the owner and operator of Hester's Automotive and Body Shop, Big Boy has over 60 years of mechanical expertise. He is responsible for overall management of the shop, customer service, marketing, quality control, and all personnel management.

#### ***Alexander "Alec" Jones – Automotive and Body Shop Manager/Estimator***

Alec joined the family business in 2014 and quickly rose to the Automotive and Body Shop Manager position. He has 10 years of mechanical experience which began in the oil fields of West Texas prior to joining the business. He has a Structural Welding Certificate from Austin Community College.

As Automotive and Body Shop Manager, Alec is responsible for day-to-day operations and supervises both the automotive mechanics and body repair technicians. In addition, he is responsible for all body shop repair estimates, scheduling, welding, and quality control. Alec is the lead contact and negotiator for all contracts.

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### ***Tara Hester Jones – Office Manager***

Tara has worked for the family business for the last 31 years as the office manager. She is responsible for the business' finances including payroll, invoicing, and accounts receivable. Tara maintains all employee records. She prepares and files all state and federal payroll reports. She maintains all commercial accounts and prepares all financial records for Hester's Automotive and Body Shop's Certified Public Accountant (CPA) financial report processing. In addition to finances, she performs all clerical work including answering phones, customer invoicing and scheduling. She is also responsible for day-to-day business related operations and marketing. Tara is the secondary contact and negotiator for all contracts.

### ***Gaylen Hester – Operations Advisor***

Gaylen joined his father's business 37 years ago. Gaylen helped expand the business to include body repairs shortly after joining the company. Today, he works part time in an advisory role on automotive and body shop operations.

### ***Antonio "Tony" Garcia – Lead Body Repair Technician/Lead Painter***

Tony has been with the company for over 32 years. He is the lead body shop technician and lead painter. He is an expert in all aspects of the repair process. Whether it be the initial teardown and inspection, or the final assembly and quality control, he has a hand in repairing every vehicle. He has mastered the art of using body fillers, like Bondo® Filler and Resin, and fiberglass to repair vehicle panels back to their original condition. He is an automotive paint specialist. He has completed thousands paint jobs on a vast variety of vehicles using a wide variety of refinishing processes. Tony has experience in two-stage paint (base coat and clear

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coat), three-stage paint (ground coat, base coat, and clear coat), and the occasional two-tone or custom paint schemes. Tony is meticulous in every step of the vehicle repair process. Tony will lead and perform all aspects of body repairs and paint processes under the contract.

### ***Israel Aviles – Body Repair Technician/Painter***

Israel is the newest hire at Hester's Automotive and Body Shop. He joined the team 3 years ago and is an experienced body repair technician. Under the guidance of lead painter Tony Garcia, Israel has established himself as a quality automotive painter. His responsibilities include all aspects of the body repair process with focus on teardown, applying body fillers, sanding, feathering, priming, and painting. He performs final vehicle detailing prior to delivery.

### ***Christopher "Chris" Chappell – Lead Mechanic/Assistant Body Repair Technician/Welder***

Chris has been with our company for over 27 years. He is responsible for all automotive mechanical repairs from initial diagnosis to completion. He is experienced in both foreign and domestic vehicles, with knowledge in a variety of vehicle components including air conditioning and heating, brakes, coolant systems, electrical, all engine components, powertrain management, restraint systems, suspension, and much more. Aside from automotive mechanical work, Chris has experience in a wide variety of the body repair processes including teardown, assembly, frame repair, and welding. Chris will lead and perform all mechanical repairs to vehicle manufacturer's specifications required under the contract and assist with body repairs when needed.

## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### ***Luz Castillo - Mechanic/Assistant Body Technician/Welder***

Luz joined Hester's Automotive and Body Shop 26 years ago and has recently transitioned to a part time employee. Luz is experienced in both foreign and domestic automotive mechanical repairs including air conditioning and heating, brakes, cooling, electrical, all engine components, powertrain management, restraint systems, suspension and much more. Luz is also experienced in the body repair process including teardown, assembly, frame repair, and welding. When needed, he will assist in both mechanical and body repairs required under the contract.

## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Authorized Negotiators**

Authorized negotiators for contract terms and to render binding decisions on contract matters are:

***Alexander Jones - Automotive and Body Shop Manager/Estimator***

[estimates.hestersauto@gmail.com](mailto:estimates.hestersauto@gmail.com)

512-255-3411

***Tara Hester Jones - Office Manager***

[hestersauto@sbcglobal.net](mailto:hestersauto@sbcglobal.net)

512-255-3411

## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Attachments and Addendum**

The following Attachments are included hereafter:

**Attachment A - Proposal Submittal Form and Execution**

**Attachment B - Reference Sheet**

**Attachment C - Subcontractor Information Form**

**Addendum 1**

# Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

City of Round Rock  
Autobody and/or Paintless Dent Repair Services  
RFP No. 22-016  
Class/Item: 928-15  
June 2022

## ATTACHMENT A PROPOSAL SUBMITTAL FORM AND EXECUTION

**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

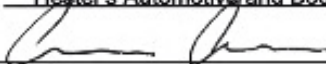
**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP 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. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): Hester's Automotive and Body Shop

SIGNATURE (IN INK): 

NAME (TYPED/PRINTED) Alexander R. Jones

TITLE: Automotive and Body Shop Manager DATE: 07/15/2022

STREET: 406 Sunset Drive

CITY/STATE/ZIP: Round Rock, Texas, 78664

TELEPHONE AND FACSIMILE NO.: Phone - 512-255-3411 Fax - 512-255-6017

E-MAIL ADDRESS: estimates.hestersauto@gmail.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 1-74-1445549-7

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"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### ATTACHMENT B

### REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 22-016

RESPONDENT'S NAME:       HESTER'S AUTOMOTIVE AND BODY SHOP     DATE: 07/15/2022

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 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:               The Rios Group  
Name of Contact:               Ken Leddy  
Title of Contact:               Field Manager  
E-Mail Address:               [kledddy@rios-group.com](mailto:kledddy@rios-group.com)  
Present Address:               575 Round Rock West Drive. Building K, Suite 400  
City, State, Zip Code:       Round Rock, TX. 78681  
Telephone Number:           (512) 718-7219                               Fax Number: (512) 277-3070

## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

2. Company's Name: Kenmar Residential Services, Inc.
- Name of Contact: Brad Parnham
- Title of Contact: Business Manager
- E-Mail Address: [bradp@kenmartx.com](mailto:bradp@kenmartx.com)
- Present Address: 33 Cypress Blvd. Suite 100
- City, State, Zip Code: Round Rock, TX. 78665
- Telephone Number: (512) 336-0800 x 212 Fax Number: (512) 336-0812
- 
3. Company's Name: Anchor-Ventana Glass
- Name of Contact: Reece Kuhlmann
- Title of Contact: Manager
- E-Mail Address: [rkuhlmann@ventanaman.com](mailto:rkuhlmann@ventanaman.com)
- Present Address: 1607 Chisholm Trail #100
- City, State, Zip Code: Round Rock, TX. 78680
- Telephone Number: (512) 388-9400 Fax Number: (512) 388-5311

# Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

## ATTACHMENT C

### SUBCONTRACTOR INFORMATION FORM

COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 22-016

**RESPONDENT'S NAME:** Hester's Automotive and Body Shop **DATE:** 07/15/2022

- CIRCLE ONE – NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT NO  
YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT YES

1. Subcontractor Name: Kirkendall  
Name of Contact: Scott Kirkendall  
Title of Contact: Owner and Operator  
E-Mail Address: voodoo1200@hotmail.com  
Address: 2908 Kenai Dr.  
City, State, Zip Code: Cedar Park, TX. 78613  
Telephone Number: (512) 748-0888  
Describe work to be Performed: All paintless dent repair (PDR) services required by contract.  
Percentage of contract Work to be performed: 100% of PDR work.

## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

2. Subcontractor Name: Parnell ASAP Auto Glass, DBA
- Name of Contact: James Parnell
- Title of Contact: Owner and Operator
- E-Mail Address: asapautoglass.james@gmail.com
- Address: 265 Christensen Road
- City, State, Zip Code: Elgin, TX. 78621
- Telephone Number: (512) 484-9064
- Describe work to be Performed: Remove, replace, and supply all auto glass.
- Percentage of contract Work to be performed: 100% of glass work.
3. Subcontractor Name: Double R Towing, Inc.
- Name of Contact: Kristie Babcock
- Title of Contact: Dispatch and Secretary
- E-Mail Address: doublertowingrr@aol.com
- Address: 1251 Provident Lane
- City, State, Zip Code: Round Rock, TX. 78664
- Telephone Number: (512) 388-2049 Fax (512) 733-6654
- Describe work to be Performed: Tow vehicles to and from City of Round Rock fleet facility to Hester's Automotive and Body Shop.

## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

Percentage of contract

Work to be performed: 100% of towing.

4. Subcontractor Name: MainLane LLC (registered under Rush Automotive LLC)

Name of Contact: Jennifer Neville

Title of Contact: Store Manager

E-Mail Address: jennifer@myrushauto.com

Address: 901 North Interstate Highway 35

City, State, Zip Code: Round Rock, TX. 78664

Telephone Number: (512) 599-4240

Describe work to be

Performed: Alignment and tire services.

Percentage of contract

Work to be performed: 100% alignments and tire services.

# Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15



## ADDENDUM CITY OF ROUND ROCK, TEXAS

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Solicitation: RFP 22-016

Addendum No: 1

Date of Addendum: 6/28/2022

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

I. **Clarifications:**

- A. See 1.1 Attachment D- UPDATED Cost Proposal Worksheet.
- B. The date for the City's response to questions or addendums is corrected to read July 1, 2022.

II. **Questions:**

- Q1. PART IV, Section 6E: Will the contractor be providing the towing, or will the City be arranging the tow?**  
A1. In most instances, a police officer will drive the vehicle to the contractor's facility. In certain circumstances, the City may need towing services to be provided by the Contractor.
- Q2. What is the distance for the tow fee on the bid sheet?**  
A2: We are looking for a flat fee. It is up to the proposer to determine this flat fee.
- Q3. Can we add a line in the cost sheet for removal and installation (R&I)**  
A3. This has been added to Attachment D- UPDATED Cost Proposal Sheet.
- Q4. Costs will change based on the number of dents. How can we account for that? If you have 23 dents that may get expensive if we can price differently based on the number of dents, can we account for that?**  
A4. See Attachment D- UPDATED Cost Proposal Sheet, the City has added ranges of number of dents to allow for discounting. The vendor can charge less than their contractual cost but cannot exceed their contractual cost.
- Q5. The RFP mentions a \$200,000/year contract. What if that amount is exceeded?**  
A5. The City closely monitors all contracts. The City can do a one-time 25% increase during the term of the contract. If the contract is expected to run out of funds before the end of the contract term, a new contract will be solicited.
- Q6. Is there a specific format and content for the transmittal letter?**  
A6. No there is no specific format or content for the transmittal letter.
- Q7. Do you have a paint-less dent repair estimator on staff?**  
A7. No, the City does not have a paint-less dent repair estimator on staff.
- Q8. How will the City handle additional damage found after an estimate has been provided?**  
A8. The Contractor shall inform the City of the damage and gain approval to correct the damage before proceeding with repairs.
- Q9. How does the contractor account for replacement parts such as windows, window seals, etc.?**  
A9. This is covered under Section II: Autobody Repair Materials on the Cost Proposal Sheet.
- Q10. In the event of an accident where the vehicle is inoperable, who is responsible for towing the vehicle from the scene to the city maintenance facility?**  
A10. The City will be responsible for towing from the accident site to the City Shop.
- Q11. On tab 4 of the proposal format, it says "years completed". For open accounts and activities, is it OK to label them as "2012 - Current" or would you prefer to see "2012 - 2022"?**  
A11. It is acceptable to label them "2021-Current"

# Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

**Q12.** The city's current practice is to perform tire and mechanical work at the city facility. Who will be responsible for associated repairs for vehicles requiring body work (e.g suspension alignments, wheel mount, and balance)?

**A12.** The vendor will complete all the repairs necessary so that the vehicle, once returned, will be ready for re-issue to the end user.

**Q13.** On page 4 of the proposal, section 9, part C, Attachment B- Says a city reference cannot be used. On page 15, section 5, tab 4 for prior work experience, it says to use relevant municipal, corporate, and individual experience. If I am understanding correctly, the shop cannot use the city as a reference, but can the personnel employed by the shop reference past and current repair work for The City of Round Rock?

**A13.** A Respondent cannot use the City as a reference listed on Attachment B, however a respondent can elaborate upon relevant work experience with the City to describe their municipal work experience which is evaluated.

**Q14.** On page 15, section 5, Tab 2, How would you like the description of our repairs formatted? Paragraph form, or more of a bulleted "How-To" format?

**A14.** The City does not have a preference.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

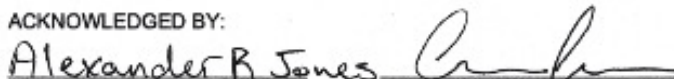
APPROVED BY:

  
Amanda Crowell, Purchaser  
Purchasing Office, 512-218-5458

6/28/2022

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

  
Name Authorized Signature

7/15/2022  
Date

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

## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### Attachment D – Cost Proposal Worksheet

For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the quantities indicated below. <b>The total contract value(s) shall not exceed \$200,000 per fiscal year for the life of the contract.</b>					
<b>Section I: Labor for Autobody Repair Services (Optional)</b>					
No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Hourly Labor/Shop Rate Body Repair Shop Services	400	Hour	\$54.00	\$21,600.00
2	Hourly Labor/Shop Rate Painting Services	400	Hour	\$54.00	\$21,600.00
3	Hourly Labor/Shop Rate Structural Repair Services	400	Hour	\$65.00	\$26,000.00
4	Hourly Labor/Shop Rate Related Mechanical Repair Services	400	Hour	\$95.00	\$38,000.00
<b>Total Annual Amount:</b>					<b>\$107,200.00</b>
<b>Section II: Autobody Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)</b>					
Percent Markup over Cost for Autobody Repair Materials			Percentage Markup	15%	
<b>Section III: Labor for Paintless Dent Repair Services (Optional)</b>					
No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
5	Pea Size Dent Repair (1-5 Dents)	200	each	\$95.00	\$19,000.00
5A	Pea Size Dent Repair (5-10 Dents)	50	each	\$145.00	\$7,250.00
5B	Pea Size Dent Repair (10+ Dents)	50	each	\$350.00	\$17,500.00
6	Nickel Size Dent Repair (1-5 Dents)	200	each	\$140.00	\$28,000.00
6A	Nickel Size Dent Repair (5-10 Dents)	50	each	\$195.00	\$9,750.00
6B	Nickel Size Dent Repair (10+ Dents)	50	each	\$400.00	\$20,000.00
7	Quarter Size Dent Repair (1-5 Dents)	200	each	\$170.00	\$34,000.00
7A	Quarter Size Dent Repair (5-10 Dents)	50	each	\$235.00	\$11,750.00
7B	Quarter Size Dent Repair (10+ Dents)	50	each	\$450.00	\$22,500.00
8	Half Dollar Size Dent Repair (1-5 Dents)	200	each	\$200.00	\$40,000.00
8A	Half Dollar Size Dent Repair (5-10 Dents)	50	each	\$290.00	\$14,500.00
8B	Half Dollar Size Dent Repair (10+ Dents)	50	each	\$475.00	\$23,750.00
9	Removal and Installation (R&I)	300	hour	\$52.00	\$15,600.00
<b>Total Annual Amount:</b>					<b>\$263,600.00</b>
<b>Section IV: Paintless Dent Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)</b>					
Percent Markup over Cost for Paintless Dent Repair Materials			Percentage Markup	15%	
<b>Section V: Towing (this must be a flat rate- No alternative or fluctuating tow rate schedule will be considered by the City)</b>					
10	Towing Fee	250	each	\$65.00	\$16,250.00
<b>Estimated Annual Total:</b>					<b>\$387,050.00</b>



## Exhibit "A"

Hester's Automotive and Body Shop

Response to: City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15

### **Exceptions**

Hester's Automotive and Body Shop has no exceptions to the City of Round Rock, Autobody and/or Paintless Dent Repair Services, RFP No. 22-016, Class/Item 928-15.