

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (ELECTRIC TRADE) FROM
M&C ELECTRIC, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§

KNOW ALL BY THESE PRESENTS:

This Agreement for on-site services in the nature of general building construction trades services (electric) to be performed on and in various commercial and residential City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2018, 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 M&C ELECTRIC, INC., referred to herein as "M&C Electric," whose offices are located at 9701 Brown Lane C #305, Austin, Texas 78754. This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

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

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has selected the bid submitted by M&C Electric; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and M&C Electric whereby City is obligated to buy specified services and M&C Electric is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 18-030 (b) M&C Electric's Response to IFB; (c) contract award; and (d) any exhibits,

addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) M&C Electric's Response to IFB;
- (3) City's Invitation for Bids, 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. **M&C Electric** means M&C Electric, Inc. or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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

B. The 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 and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. City may permit "unit price" adjustments upwards only in accordance with Part III, Item 6 of City's Invitation for Bid included as a part of Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Any price increase shall be requested by M&C Electric in writing and accompanied by the appropriate documentation to justify the requested increase. M&C Electric may offer price decreases at any time and in excess of any allowable percentage changes.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected M&C Electric to supply the services as outlined in IFB Solicitation Number 18-030; and Response to IFB submitted by M&C Electric, 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 IFB and as offered by M&C Electric in its Response to the IFB.

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

4.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that M&C Electric shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (electric services). M&C Electric 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 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.

5.01 ITEMS AWARDED

Only if, as, and when needed by City, electric services are awarded to M&C Electric in accordance with bid items shown on Attachment A – Bid Sheet of Exhibit "A," as follows:

Electric		
Master Electrician Hourly Labor Rate		\$60.00 (no minimum hours)
Master Electrician Overtime Hourly Labor Rate		\$90.00 (no minimum hours)
Journeyman Electrician Hourly Labor Rate		\$54.50 (no minimum hours)
Overtime Journey Electrician Hourly Labor Rate		\$81.75 (no minimum hours)
Materials (if on Cost-Plus basis)		
Percentage Markup		15%

6.01 COSTS

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

B. M&C Electric specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **Five Hundred Eighty Thousand and No/100 Dollars (\$580,000.00) per year** for M&C Electric's services combined with the dual provider's services for a total not-to-exceed amount of **Two**

Million Nine Hundred and No/100 Dollars (\$2,900,000.00) for the term of this Agreement.

7.01 INVOICES

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

- A. Name and address of M&C Electric;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

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

9.01 NON-APPROPRIATION AND FISCAL FUNDING

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

10.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to M&C Electric 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. M&C Electric 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 M&C Electric, 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 M&C Electric 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.

11.01 GRATUITIES AND BRIBES

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

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

14.01 INSURANCE

M&C Electric shall meet all requirements as stated in Part II, Section 2 of the attached IFB Solicitation Number 18-030.

15.01 CITY'S REPRESENTATIVE

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

Pete Dominguez, Facilities Manager
City of Round Rock
212 Commerce Cove
Round Rock, TX 78664
512-341-3144
pdominguez@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

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

17.01 DEFAULT

If M&C Electric abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, M&C Electric 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.

M&C Electric 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.

18.01 TERMINATION AND SUSPENSION

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

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

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

19.01 INDEMNIFICATION

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

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. M&C Electric, 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. M&C Electric acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination Systems (TPDES). JNA agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. M&C Electric agrees to comply with the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, M&C Electric agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, 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 M&C Electric verifies M&C Electric does not boycott Israel and will not boycott Israel during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

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

22.01 NOTICES

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

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

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

Notice to M&C Electric:

M&C Electric, Inc.
9701 Brown Lane C #305
Austin, TX 78754

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and M&C Electric.

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between M&C Electric 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.

25.01 DISPUTE RESOLUTION

City and M&C Electric 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.

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. M&C Electric 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. M&C Electric understands and agrees that time is of the essence and that any failure of M&C Electric to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. M&C Electric 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 M&C Electric'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 M&C Electric shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for

which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

IN WITNESS WHEREOF, City and M&C Electric, Inc. have executed this Agreement on the dates indicated.

City of Round Rock, Texas

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

M&C Electric, Inc.

By: Reed
Printed Name: Richard P. Mastio Jr.
Title: Co-Director
Date Signed: 9/11/18

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

**EXHIBIT
"A"**



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

INVITATION FOR BID (IFB)

ELECTRICAL SERVICES

SOLICITATION NUMBER 18-030

JUNE 2018

Exhibit "A"

**ELECTRICAL SERVICES
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks an agreement with a qualified firm(s) to provide on-site Electrical Services for various City owned or occupied buildings on an as needed basis.

The City intends to award one primary contract and one secondary contract based on the Best Value for the City. The City may contact the Prime Contractor and/or Secondary Contractor to request a quote by project and will select the Contractor that best meets the needs of the City. An anticipated total contract award will be made by the City in an amount not to exceed \$580,000 per year.

2. **BACKGROUND:** The City has approximately 800,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures. Facilities that may require professional electrical services include but are not limited to office buildings, fire stations, parks facilities, police facilities and parking garages.
3. **SOLCITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 6-9
Part IV – Specifications	Pages 10-14
Attachment A – Bid Sheet	Page 15
Attachment B – Reference Sheet	Page 16
Attachment C – Prevailing Wage	Page 17
Attachment D – Respondent Questionnaire	Page 18

City of Round Rock
Electrical Services
IFB No. 18-030
Class/Item: 910-82
June 2018

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

Michael Schurwon, CPPB, CTPM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: mshurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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

EVENT	DATE
Solicitation released	June 13th, 2018
Optional Pre-Bid meeting	June 20, 2018 @ 9:30 AM, CST
Deadline for submission of questions	June 22, 2018 @ 12:00 PM, CST
City responses to questions or addendums	June 26 th 2018 @ 5:00 PM, CST
Deadline for submission of responses	July 10, 2018 @ 3:00 PM, CST

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: <http://www.roundrocktexas.gov/bids>

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 <http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> 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-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.
- 7.1. Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance.
- 7.2. **Executive Conference Room - City Hall Council Chambers, 1st Floor**
221 East Main St
Round Rock, Texas 78664
- 7.3. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

City of Round Rock
Electrical Services
IFB No. 18-030
Class/Item: 910-82
June 2018

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: Mike Schurwon, CPPB, CTPM
Purchaser
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**

- 8.1. Sealed responses shall be clearly marked on the outside of packaging with the Company name, Solicitation title, Solicitation number, due date and "DO NOT OPEN".
- 8.2. Facsimile or electronically transmitted responses are not acceptable.
- 8.3. Responses cannot be altered or amended after opening.
- 8.4. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 8.5. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 8.6. Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
9. **BIDDER RESPONSE REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and four (4) copies of the response requirements including any required attachments and one (1) electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) 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 preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFP/IFB.

For your bid to be responsive, the attachments identified below shall be submitted with your proposal.

Attachment A: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

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 submittal.

Attachment D: RESPONDENT QUESTIONNAIRE: Complete the respondent questionnaire and submit with bid packet. Attach additional pages as needed. Failure to complete the respondent questionnaire may result in disqualification.

10. BEST VALUE EVALUATION AND CRITERIA: The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 10.1. Purchase price;
- 10.2. Reputation of Respondent and of Respondent's goods and services;
- 10.3. Quality of the Respondent's goods and services;
- 10.4. The extent to which the goods and services meet the City's needs;
- 10.5. Respondent's past performance with the City;
- 10.6. The total long-term cost to the City to acquire the Respondent's goods or services;
- 10.7. Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

10.8. EVALUATION FACTORS

Total 100% Points

- Cost-60% Points
- Response to Attachment D – Respondent Questionnaire – 40% Points
 - Training and development 10% Points
 - Vehicle and equipment list 5% Points
 - Company and individual work experience 25% Points

11. 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

- 11.1. 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.
- 11.2. 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.

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

PART II
DEFINITIONS, STANDARD TERMS AND CONDITONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
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/departments/purchasing/>

PART III
SUPPLEMENTAL TERMS AND CONDITONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 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 90 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:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing commercial electrical services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 The selected respondent(s) shall provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Commercial Business location from which work crews are dispatched is required to be in a 35-mile radius of downtown Round Rock.

3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in commercial electrical services.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.

Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-030 - Electrical Services on the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

5. **PRICING:** The Bidder 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.
6. **PRICE INCREASE:** Contract prices for Electrical 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 at no time can the increase be greater than 5% for any single line item.
 - 6.1 To the extent applicable to this solicitation the Contractor may submit a request for pricing adjustment subject to the approval by the City. The request must show just cause for an adjustment in the form of an affidavit or certified statement from a supplier documenting reasons for the increase. The request must be for goods or services and may in no way represent an increase to the Contractor's overhead.
 - 6.2 **Procedure to Request Increase:**
 - 6.2.1 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 East Main Street
Round Rock, TX 79664-5299**
 - 6.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
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 vendor 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 and the vendor may be charged liquidated damages.
9. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
10. **WORKFORCE:** Contractor shall:
 - 10.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - 10.2 Ensure Respondent's employees, wear a company uniform that clearly identifies them as the Respondent's employee, while working on City property.
 - 10.3 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.
 - 10.4 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative.
 - 10.5 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
11. **PERMITS:** The Contractor shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
13. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 13.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 13.2 Provide City contact(s) information for implementation of agreement.
 - 13.3 Identify specific milestones, goals and strategies to meet objectives.

14. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

14.1 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.

14.2 The City's designated representative: The City's designated representative shall be:

Pete Dominguez
Facility Maintenance Manager
General Services
Phone: 512-801-4547
E-mail: pdominguez@roundrocktexas.gov

15. INTERLOCAL PURCHASING AGREEMENTS

15.1 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 agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

15.2 The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV
SPECIFICATIONS

1. **HISTORY:** The City has approximately 800,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures. Facilities maintained vary and can include but are not limited to office buildings, police department, fire stations, parks facilities and parking garages.

- Projects vary and are under the supervision of the **City's designated representative:**
Pete Dominguez, Facilities Manager
Phone #: 512-341-3144
Email: pdominguez@roundrocktexas.gov

2. **SCOPE OF WORK:**

- 2.1 Contractor shall provide on an as needed basis on-site electrical services required by the City including all personnel, equipment, tools, materials, supervision, labor and other items and services necessary to perform maintenance, renovations, repair and installation of electrical systems for various City-owned or occupied locations;
- 2.2. Contractor shall be available for all electrical work required by the City. Have an organization proficient in carrying out multiple projects, which may be performed on the exterior or interior of buildings, simultaneously for emergency and non-emergency calls.
- 2.3. Contractor shall agree not perform services without prior authorization from the Facilities Manager.
- 2.4 Contractor shall notify the Facilities Manager if during work the Contractor experiences a conflict with the plans/scope of work or the NEC (National Electrical Code), before proceeding with the work.

3. **WORKMANSHIP:** Only first-class work shall be performed and all materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications. Where no standard is specified, for such work or materials, they shall be the best of their respective trade and be compliant with all applicable code requirements.

- 3.1 All electrical parts and materials used in performance of this contract shall be "new" unless pre-approved by the City's designated representative.
- 3.2 At the conclusion of each project the Contractor shall demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be promptly and permanently corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the authorized City representative.
- 3.3 The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations. Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty-eight (48) hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the

Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.

4. **WORKFORCE:** Contractor and all employees shall perform the services in a timely, professional and efficient manner. The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations.
 - 4.1 The Contractor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
 - 4.2 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative. The background check method will be approved by the City in advance,
 - 4.3 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
5. **ELECTRICIAN / ELECTRICAL CONTRACTOR REQUIREMENTS:** The following contains the minimum requirements and experience for electrical repair services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
 - 5.1 Contractor shall be licensed to perform electrical work as required by the Texas Department of Licensing and Regulation by either holding a license as a Master Electrician or be licensed as an Electrical Contractor and employ a Master Electrician.
 - 5.1.1 Master Electrician shall have at least five (5) years of experience with a minimum (3) three years of commercial experience.
 - 5.1.2 If a Journeyman Electrician is employed and will be assigned to any City project, the Journeyman Electrician shall have at least three (3) years' experience with a minimum if two (2) years commercial experience. All work performed by the Journeyman Electrician shall be inspected and approved by the Contractor's Master Electrician.
 - 5.2 The Contractor shall access to and a working knowledge of all tools and equipment used to perform electrical services and be able to work unsupervised and run a crew.
 - 5.3 Perform functions that include but are not limited to: adding additional circuits, replacing panels and sub-panels, adding dedicated lines and grounds, and replacing motors, and other electrical work as described by the Facilities Manager.
 - 5.4 It is the responsibility of the Contractor to supervise their employees and to assure that the work crew acts in a professional manner in regards to conduct, dress and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.
6. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
 - 6.1 The City shall be provided with the designated person's name and telephone number.

- 6.2** This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the 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.
- 6.3** Answering machines are unacceptable as a point of contact.
- 6.4** The contact person shall be identified on the Solicitation document and may be required to attend an oral presentation to the selection team prior to award of contract.
- 7. WARRANTY:** Successful Respondent shall provide a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.
- 8. RESPONSE TIME:** Response times shall be as follows:
- 8.1 Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.
- 8.2 Emergency Calls:** The City may require emergency electrical services during regular business hours or after hours.
- 8.2.1 The Contractor shall respond to emergency calls within two (2) hours after being contacted by the City.
- 8.2.2 The Contractor shall arrive onsite within four (4) hours of receiving work notification from the City.
- 9. WORK HOURS:**
- 9.1. Regular Business Hours:** are 7:00 am to 6:00 pm Monday through Friday (excluding weekends and holidays).
- 9.2. Overtime Hours:** consist of hours outside the designated regular business hours will be allowed by the City if deemed necessary and is approved by the City's designated representative in advance of work. Overtime shall be based on the rate of regular labor not to exceed one and a half times the fixed hourly rate for the tradesman performing the service.
- 9.3. Emergency Calls:** Contractor shall only respond to an emergency call placed by the Facilities Manager or his designee.
- 10. SAFETY:** The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. All Successful Respondents shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

- 10.1. Material Safety Data Sheets:** Successful Respondent shall be required to have in their possession at the location of each project and available upon request, material safety data sheets applicable to hazardous substances.
- 11. SERVICE/REPAIR PARTS:** At the time the City calls for services, and the Contractor determines a location needs repairs:
- 11.1.** Eighty-five percent (85%) of all parts shall be on-site within twenty-four (24) business hours;
- 11.2.** All remaining parts shall be normally on-site within forty-eight (48) business hours;
- 11.3.** The Facilities Manager shall be consulted when it is determined major components are in need of replacement. A major component shall be considered any single item or part whose estimated cost is in excess of \$500.00.
- 12. ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The Facilities Manager shall be consulted when it is determined when the actual cost is expected to exceed the original repair estimate. Additional repair costs must be approved in advance. The City will not incur charges from the Contractor until the Contractor arrives on site and begins 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. Any single project shall not exceed \$50,000.
- Each written estimate shall include the following information:
- Department name and location of the project;
 - Contractor's designated contact name and telephone number;
 - Breakdown of Labor costs (Number of workers, hourly rate);
 - Materials (Detailed description, quantity, unit price and extended price amounts);
 - Cost of Equipment rented to complete project;
 - Total Cost (Labor and materials);
 - Description specifying work to be done;
 - Time projected to complete the project.
- 13. SITE INSPECTION:** It shall be the responsibility of the Contractor to visit and inspect the locations prior to the submittal of a proposal. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. Submittal of the proposal is evidence the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials and labor required. Inspection must be scheduled by contacting the City's designated representative.
- 14. DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing electrical parts and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.

15. WORK REPORTS: Respondent shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used. Reports shall include, at a minimum, the following information:

- Location of the worksite;
- Date and time of arrival at worksite;
- Time spent for repair;
- Date and time work at location is completed;
- Part(s) ordered and Equipment rented, if necessary
- A detailed description of all the completed repair work certifying the location is in working order, shall be signed by the City's designated representative at the time the work is performed.

16. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

- Prices for materials may be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent on the Solicitation Document. Invoices for work performed, shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.

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

- The total hours worked and hourly rate for labor. Labor hours hour shall include costs of labor, overhead charges, travel, and payroll expenses.
- Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on Attachment A-Bid Sheet, will be allowed for material.
- Invoices shall have attached a copy of paid materials receipt from the supplier.

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 18-030 - Electrical Services in an Excel format on the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

- 1.1** In order to be considered responsive Attachment A - Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
- 1.2** The Respondent, by submitting and signing Attachment A - Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
- 1.3** In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
- 1.4** By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
- 1.5** The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Attachment A- Bid Sheet
Electrical Services
IFB-No. 18-030

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the Respondent to fully comply with the solicitation documents contained in IFB No. 18- Electrical Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein. An anticipated total contract award will be made by the City in an amount not to exceed \$580,000 per year.

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid

Cost - Total 60% Points			
No.	Description	Unit	Unit Cost
1	Master Electrician Hourly Labor Rate	Per Hour	\$ 60.00
2	Master Electrician Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$ 90.00
3	Journeyman Electrician Regular Hourly Labor Rate	Per Hour	\$ 54.50
4	Journeyman Electrician Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	Per Hour	\$ 81.75
5	(Information Only) Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be:	Percentage Markup	% 15

Attachment D - Respondent Questionnaire- Total 40% Points

*10% Points for staff training and development

* 5% Points for vehicle and equipment list

* 25% Points for company and individual work experience

COMPANY NAME: M + C Electric Inc

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: ERIC CAIN

PHONE NUMBER: 512 293 5144

MAIL ADDRESS: Eric@maniacelectric.com

City of Round Rock
Electrical Services
IFB No. 18-030
Class/Item: 910-82
June 2018

ATTACHMENT B:
BIDDERS REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB - NO 18-030
RESPONDENT'S NAME: ERIC CHAN DATE: 7/5/18

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name APPLIED SALES INC
Name of Contact MARK POTRY
Title of Contact DIRECTOR
E-Mail Address MARK @ applied-sales.com
Present Address 2900 LINCOLN ST
City, State, Zip Code HUSTON TX 77010
Telephone Number (713) 808-8501 Fax Number: (713) 386-7452
2. Company's Name PERIN CAPITAL
Name of Contact SHAWN TROBLE
Title of Contact PRESIDENT
E-Mail Address STUGGLE @ perincapital.com
Present Address 400 SUNDANCE PARKWAY
City, State, Zip Code PERDUE BEACH TX 78651
Telephone Number (512) 457-7500 Fax Number: ()
3. Company's Name INFORMARK
Name of Contact PATRICIA RYBACHEK
Title of Contact ACCOUNT MANAGER
E-Mail Address PATRICIA.RYBACHEK @ informark.com
Present Address 14050 SUMMIT DR Suite 103
City, State, Zip Code AUSTIN TX 78728
Telephone Number (512) 281-7499 Fax Number: (512) 220-5277

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

**ATTACHMENT C
PREVAILING WAGE**

1. **Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-030 - Electrical Services on the City of Round Rock website at:**

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

2. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.

City of Round Rock
Electrical Services
IFB No. 18-030
Class/Item: 910-82
June 2018

**ATTACHMENT D
RESPONDENT QUESTIONNAIRE
40% Points**

Name of Business:	M & C Electric Inc
Physical Address of Headquarters (HQ):	4701 BURNETT BL #305 AUSTIN TX 78754
Physical Address of Serving Branch: (if different address from HQ)	SAME

1. On a separate sheet of paper describe training and development provided to staff. (10% Points).

2. EQUIPMENT LIST: Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. (5% Points)

3. Number of full time employees that are eligible to work on City of Round Rock projects

Number of Employees:	10
----------------------	----

4. How many years has your company been in the Commercial Electrical Business?

Number of years in the commercial Electrical business:	11
--	----

5. EXPERIENCE On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. (25% Points)

- Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for Electrical Services.
- Individual Work Experience- Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience.



CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
ELECTRICAL SERVICES

IFB No. 18-030

ADDENDUM NO. 1

Date: June 20, 2018

Addendum No. 1, dated, June 20, 2018, is being issued to clarify the authorized purchasing contact information and deadline for questions submittal date and time for IFB No. 18-030 – Electrical Services as outlined below:

AUTHORIZED PURCHASING CONTACT: Change authorized point of contact for clarifications as outlined below:

4. CHANGE AUTHORIZED PURCHASING CONTACT: For questions or clarification of specifications, you may contact.

CHANGE FROM:

Michael Schurwon, CPPB, CTPM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: mshurwon@roundrocktexas.gov

CHANGE TO:

Michael Schurwon, CPPB, CTPM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
E-mail: mschurwon@roundrocktexas.gov

CITY DEADLINE DATE AND TIME FOR QUESTIONS: Change paragraph below the "Schedule of Events" table on IFB page 3 of 18, as follows:

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

EVENT	DATE
Solicitation released	June 13th, 2018
Optional Pre-Bid meeting	June 20, 2018 @ 9:30 AM, CST
Deadline for submission of questions	June 22, 2018 @ 12:00 PM, CST
City responses to questions or addendums	June 26 th 2018 @ 5:00 PM, CST
Deadline for submission of responses	July 10, 2018 @ 3:00 PM, CST

**CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
ELECTRICAL SERVICES**

IFB No. 18-030

ADDENDUM NO. 1

Date: June 20, 2018

(Continued)

CHANGE PARAGRAPH STATING ALL QUESTIONS SHALL BE SUBMITTED IN WRITING BY 5:00 PM, CST

FROM: 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 <http://www.roundrocktexas.gov/bids>

CHANGE PARAGRAPH STATING ALL QUESTIONS SHALL BE SUBMITTED IN WRITING BY 12:00 PM, CST

TO: All questions regarding the solicitation shall be submitted in writing by 12 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 <http://www.roundrocktexas.gov/bids>

Approved by: Michael Schurwon
Michael Schurwon, CPPB, CTPM
Purchaser

Date: 06-20-18

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

ACKNOWLEDGED
MIC Electric Inc
Vendor

L. Q.
Authorized Signature

6-28-18
Date

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



CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
ELECTRICAL SERVICES

IFB No. 18-030

ADDENDUM NO. 2

Date: June 22, 2018

Addendum No. 2, dated, June 22, 2018, is being issued to respond to questions submitted at the optional pre-bid meeting held on June 20, 2018 @ 9:30 a.m. and all questions submitted by the deadline on June 22, 2018 @ 12:00 p.m., and to clarify the background check requirements UNDER Section 4. Workforce for IFB No. 18-030 – Electrical Services as outlined below:

1. Can we bill equipment rentals to the contract?

Answer: Yes, Contractor may invoice for rental equipment if required to complete a specific electrical job and the use of third party equipment rental is approved by the Facilities Manager prior to beginning work. However, please be advised that any company owned tools utilized on the job shall not be charged to the City.

2. The contract is for \$580,000.00/year. Is that per contractor or for both contractors?

Answer: The contract amount of \$580,000.00 is an annual estimated dollar amount for the year and includes both Contractors.

3. Will the contractors be reimbursed for any permits and inspections?

Answer: There will be no costs for permits or inspections for work done on city property.

4. Does the contract include UPS's and generator work for contractors?

Answer: Yes, the contract will include services required for an installation, repairs and relocation of UPS's from time to time, however, the contract will not include generators.

5. Who is the current contractor for CORR?

Answer: The current contract is held by the following:

1. M&C Electric
2. ACM Services, LLC

6. Page 2, Section 1 – Purpose, it states award to one primary and one secondary contract. Will all work be divided equally over the primary and secondary contracts or is the secondary contract just a backup in case the primary cannot perform the work?

CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
ELECTRICAL SERVICES

IFB No. 18-030

ADDENDUM NO. 1
(Continued)

Date: June 20, 2018

Answer: Please refer to Electrical Services, Part I, General Requirements. 1. Purpose, paragraph 2., which states the City may contact the Prime Contractor and/or the Secondary Contract to request a quote by project and will select the Contractor that best meets the needs of the City.

7. On page 7, Section 5 – Pricing, it states the "fixed cost" shall include travel, freight, equipment acquisition and maintenance, delivery charges and costs associated with permits. Can you please clarify that the "fixed cost" is defined as the hourly rates (items 1-4) listed in Attachment A – Bid Sheet.

Answer: Fixed cost is defined as it is related to Section 5. Pricing on page 7 of 18 as hourly rates (item 1-4) listed in Attachment A – Bid Sheet.

If so, does the City expect the quoted hourly rates to include costs for freight and delivery charges for parts and material used, time taken to acquire (pickup) parts from local vendors and permit fees charges by the City.

Answer: Yes.

8. On page 7, Section 5 – Pricing, will the awarded vendor be able to charge travel time from vendor shop to City facility when responding to a service call?

Answer: No.

What about charging travel time from City facility to City facility when providing Electrical services?

Answer: Contractor will not be allowed to charge travel time from City facility to City facility when providing electrical services.

9. On page 13, Section 11 – Service/Repair Parts, are overnight and/or expedited delivery charges pre-approved and allowable expenses to be charged back to the City for Emergency Calls since there is a requirement that 85% of parts need to be onsite within 24 business hours?

Answer: If service/repair parts are required to be overnighted and/or expedited for a particular electrical project, Contractor may charge back to the City for Emergency calls only provided prior approval is received from the Facilities Manager.

CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
ELECTRICAL SERVICES

IFB No. 18-030

ADDENDUM NO. 1

Date: June 20, 2018

(Continued)

On page 13, section 13 – Site Inspection – Is time spent by the awarded vendor performing a site inspection and/or meeting with City staff billable time toward the specific job's cost estimate for Electrical Services?

Answer: No

10. Based on the past 5 years of historical data, how often does the Electrical contractor get after-hour emergency calls from the City?

Answer: It varies, however, the estimated number of after-hour calls is approximately thirty (30) after-hour calls a year.

The following is a change regarding the required background specifications as stated in Part IV Specifications, 4. Workforce as outlined below:

PART IV SPECIFICATIONS
4. WORKFORCE

Change 4.2 FROM: The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative. The background check method will be approved by the City in advance.

Change 4.2 TO: The Respondent shall provide a ten (10) year background check on all employees assigned to a project prior to commencement of work to the City's designated representative. The background check method will be approved by the City in advance

Approved by Michael Schurwon
Michael Schurwon, CPPB, CTPM
Purchaser

Date: 06-25-18

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

ACKNOWLEDGED

M + C Electrical Inc.
Vendor

[Signature]
Authorized Signature

6-28-18
Date

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

M & C Electric Inc.

9701 Brown Lane C #305
Austin, TX 78754
Eric Cain 512-293-5144
Ricky Masters 512-468-4662
Fax 512-926-8022
TECL# 24004

Training & Development

Training

Continuing Education: 4 hrs yearly
Code update Courses
Employees are encouraged to take Foreman classes
Apprenticeship program through the local NJATC
OSHA 10 certifications
3 employees have OSHA 30

Safety

Safety Program
Annual Back Ground Checks
Annual Drug Testing
Drug Policies
M&C Electric is MSHA Certified

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711,
1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

M & C Electric Inc.

9701 Brown Lane C #305

Austin, TX 78754

Eric Cain 512-293-5144

Ricky Masters 512-468-4662

Fax 512-926-8022

TECL# 24004

Vehicles and Equipment

M&C Electric offers a fleet of fully stocked service trucks with electric tools and material as well as pickup/delivery trucks fully stocked with tools

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711,
1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints

M & C Electric Inc. Work Experience

9701 Brown Lane C #305
Austin, TX 78754
Eric Cain 512-293-5144
Ricky Masters 512-468-4662
Fax 512-926-8022
TECL# 24004

16-115 Ridgeview ES- contract included new Chiller and new Mechanical building at AISD school. Project consisted of trenching under existing COA transformer and building new 1000a 480v service. Total cost of project \$201,255.00

16-210 Georgetown ISD 27 UPS receptacles- New Receptacles for ups systems in IDF rooms at multiple GISD locations. Total cost \$26,255.00

16-275 Texas Capital Extension- Complete demo and remodel of souvenir shop within the Texas State Capital. Total cost \$32,836.00

17-144 GISD Baseball- Original call for lights not working hours before State playoff game, M&C assisted GISD personnel with troubleshooting and re-pulling broken wire to get lights on before nightfall. Total cost \$1,700.00

17-184 Starflight Helicopter Hanger Expansion- Project including adding an additional hanger at the Travis County Starflight facility, project was completed during normal Starflight operations. Total Cost \$43,296.00

18-167 Menzies Aviation- Changing 35 pole light heads to LED pole heads at Bergstrom Internationals fueling yard. Total cost for labor and equipment- \$3,500.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website www.license.state.tx.us/complaints

M & C Electric Inc.

9701 Brown Lane C #305
Austin, TX 78754
Eric Cain 512-293-5144
Ricky Masters 512-468-4662
Fax 512-926-8022
TECL# 24004

General Information

M&C Electric Inc. was founded in 2006 by Eric Cain and Ricky Masters, we provide electrical contracting and service for commercial and light industrial projects. M&C Electric employees 3 master electricians to ensure your project is installed as to exceed industry standards and codes. We believe that quality at a reasonable price should not be unexpected.

Services

Service Contracts
LED lighting upgrades
Electrical Contracting (remodels to ground up public services headquarters)
We have fully stocked service trucks for your needs
Emergency calls are accepted

Past and current Jobs

Anderson High (AISD)- Install LED lighting in all common areas
Acts Church Waco- Upgrade service from 600a to 1200a
Small Middle (AISD)- Upgrade HVAC and Common area lighting to LED
Wells Branch community center- Upgrade lighting to LED throughout building with new controls.
Waco Housing Authority- Rebuild of unit after fire damage
Taylor Readiness Center- Complete remodel of existing National Guard Facility including new LED lighting, service, and updated lighting controls
Pflugerville Field Operations- Ground up build of new facilities department for the city of Pflugerville
City of Round Rock- Facility services contract
Wells Branch ES (RRISD)- Kitchen addition

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M & C Electric Inc.

Current Management

9701 Brown Lane C #305
Austin, TX 78754
Eric Cain 512-293-5144
Ricky Masters 512-468-4662
Fax 512-926-8022
TECL# 24004

Eric Cain-Co-Director
Master Electrical License # 132808
OSHA 10
21 years experience

Richard D. Masters Jr.-Co-Director
Master Electrical License #132928
OSHA 10
21 years experience

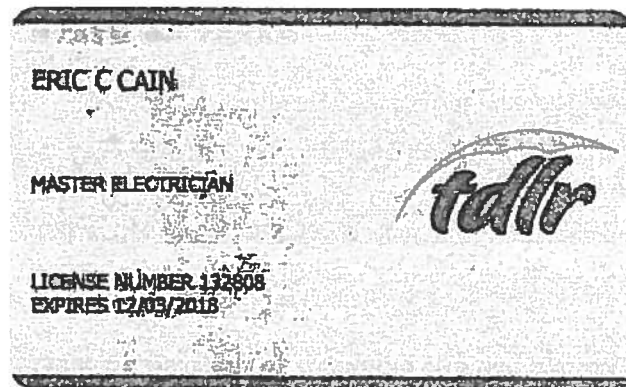
John Breit- Foreman
Master Electrician
OSHA 30
20 years experience

Jeremy Bage- Estimator/Foreman
Journeyman Electrician
OSHA 30
18 years experience

Byron King- Foreman
Journeyman Electrician
OSHA 10
10 years experience

M & C Electric Inc.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website www.license.state.tx.us/complaints



This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

ERIC CAIN

Luis Quintanar

02/09/2012

(Trainer name -- print or type)

(Course end date)

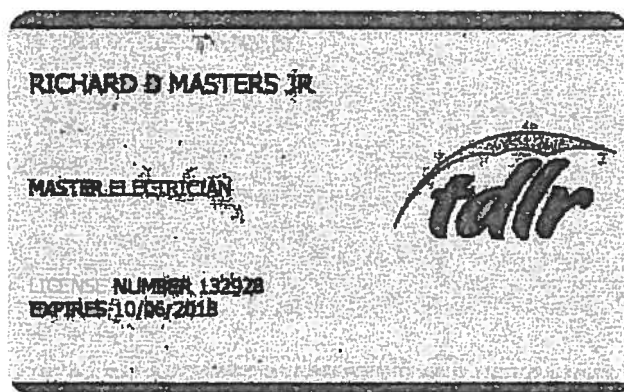


Exhibit "A"

16-101 University Towers
16-102 Murphy #6929 PEPO 66588663
16-103 CORR VMP PO 20160325-00
16-104 Office Depot-LOC #403 w/o 27633-01
16-105 Michael Kor's-LOC #509 w/o 27533-01
16-106 RA Waits (Broken Down Auto)
16-107 Cobra Stone
16-108 Austin (0010-10479T)
16-109 Paloma Entry
16-110 Balconies Sign & TC
16-111 Balconies Fixtures and Lamps
16-112 Guarda Lights
16-113 Michael Kor's-LOC #596 w/o 160119-037
16-114 Bryan (0010-10482T)
16-115 RidgeView ES
16-116 Anderson HS
16-117 Michael Kor's-LOC #104 w/o 28414-01
16-118 Payless Bell
16-119 Michael Kor's-LOC #111 w/o 28670-01
16-120 3315 El Salido Parkway
16-121 Holiday Inn
16-122 Capital Products
16-123 Oaks @ Lakeline
16-124 Houston (0010-120496T)
16-125 Houston (0010-120474T)
16-126 Lombardi Res. 23900 Colorado Canyon
16-127 Avalon
16-128 RA Waits
16-129 Landa
16-130 Leander Crossing
16-131 Plains Mopac LED Lamps
16-132 St. Austin Catholic
16-133 Life Storage
16-134 PE P5942394 Murphy #7210 Killeen
16-135 Balconies Woods

Exhibit "A"

16-136 2525 S. Lamar
16-137 Houston (0010-10629T)
16-138 Houston (0010-10630T)
16-139 Life Storage Killeen
16-140 Banc Vue UPS (Saturday)
16-141 Fedex Austin (Parmer Ln.)
16-142 Plains Round Rock
16-143 Oak Hill ES
16-144 Office Depot #2204 W/O 29075-01
16-145 Michael Kor's #104 W/O 29670-01
16-146 Michael Kor's #104 W/O 29670-01
16-147 Palmera Ridge
16-148 Kenny Fort x-ing
16-149 Houston (0010-10678T)
16-150 Motherhood Rm. Addition
16-151 JB Stone
16-152 Banc Vue UPS Backup
16-153 Bright Horizons Lamp & Ballast
16-154 Juiceland Frost Ballast
16-155 Mr. Gattis HWY 71 L6-30
16-156 Mr. Gattis S. Lamar Service
16-157 Mr Gattis HWY 71 Sign
16-158 Beaumont (0010-1069T)
16-159 PE PO 69453660 Lampasas
16-160 Mr. Gattis Anderson Breaker
16-161 Langford ES 15-0035-LANGF
16-162 Wilco Justice Center
16-163 Mr. Gattis Rollingwood
16-164 DQ Franklin
16-165 Sheriff's Association
16-166 Balconies Woods
16-167 Michael Kor's #104 W/O 30309-02
16-168 Life Storage Pflugerville
16-169 DQ Franklin
16-170 DQ Giddings

16-171	<u>Mr Gattis 38th & Guadalupe</u>
16-172	<u>LifeStorage Breaker Ln.</u>
16-173	<u>KFC Georgetown</u>
16-174	<u>Banc Vue TV's</u>
16-175	<u>Balconies Woods</u>
16-176	<u>Mr. Gatti's HWY 71 light in back</u>
16-177	<u>Mr. Gatti's Parmer Ln.</u>
16-178	<u>Mr. Gatti's Breaker Ln.</u>
16-179	<u>Mr. Gatti's William Cannon</u>
16-180	<u>Austin (0010-10760T)</u>
16-181	<u>Rancho Sienna</u>
16-182	<u>Bright Horizons Breaker Ln.</u>
16-183	<u>Office Depot #2819 Vendor W/O 30915-01</u>
16-184	<u>Bright Horizons Shed</u>
16-185	<u>Gatti's Hwy 71 Light for Delivery Driver</u>
16-186	<u>Gatti's Hwy Dedicated Rec.</u>
16-187	<u>Gatti's Parmer Ln. Light in Back</u>
16-188	<u>CORR WTP LED Wall Pack</u>
16-189	<u>Chandler Mud New Disconnect</u>
16-190	<u>4418 Brasada (Chimney Oaks)</u>
16-191	<u>Murphy 7436 PEPO 70366913</u>
16-192	<u>Houston (0010-10795T)</u>
16-193	<u>3905 Carmel Dr.</u>
16-194	<u>Orange Co-working</u>
16-195	<u>Capital Products Breaker</u>
16-196	<u>Gatti's Parmer Ln.</u>
16-197	<u>Gatti's William Cannon Lights</u>
16-198	<u>Gatti's William Cannon Sign</u>
16-199	<u>3901 Rock Canyon Cove</u>
16-200	<u>CORR WTP Spot Light for Guages</u>
16-201	<u>CORR WTP Cable</u>
16-202	<u>Murphy # 7395 PEPO#70752672</u>
16-203	<u>Gatti's South Park</u>
16-204	<u>Sherwin Williams</u>
16-205	<u>Plains Cedar Park</u>

16-206	<u>Banc Vue TV</u>
16-207	<u>3901 Rock Canyon Cove</u>
16-208	<u>Office Max #6208 PO 31030-01</u>
16-209	<u>25540 Colorado Canyon (Chimney Oaks)</u>
16-210	<u>Georgetown ISD UPS Receptacles</u>
16-211	<u>Olade Stone Ground Test</u>
16-212	<u>CORR FS#3</u>
16-213	<u>CORR Sport Rec Center GFCI's</u>
16-214	<u>CORR Rec Center Projector</u>
16-215	<u>LifeStorage Ballast</u>
16-216	<u>Blackbird Bakery</u>
16-217	<u>Stewart Crossing</u>
16-218	<u>240v Furniture Feed</u>
16-219	<u>Bright Horizon's BeeCave Rd</u>
16-220	<u>CORR WTP VFD&Breaker Change</u>
16-221	<u>Gatti's William Cannon Game Rm REC</u>
16-222	<u>Houston E. Hardy (0010-10865T)</u>
16-223	<u>Office Depot 31880-01</u>
16-224	<u>Fellowship</u>
16-225	<u>Lanier RR</u>
16-226	<u>Austin (0010-10877T)</u>
16-227	<u>Gatti's Riverside</u>
16-228	<u>Banc Vue</u>
16-229	<u>2701 Bois D. Arc Ln D&S</u>
16-230	<u>Gatti's Breaker City X-fmr</u>
16-231	<u>Office Depot 31967-01</u>
16-232	<u>Office Depot 32211-01</u>
16-233	<u>Arrowhead Ranch</u>
16-234	<u>RanchoSienna</u>
16-235	<u>Capital Products Sign</u>
16-236	<u>LifeStorage Breaker Ln.</u>
16-237	<u>BancVue Cubicles</u>
16-238	<u>Coupland Residence</u>
16-239	<u>Orange Co-Working OT</u>
16-240	<u>MUD#1 Tennis Court Lights</u>

16-241	MCC Fans
16-242	LASA
16-243	Beaumont (0010-09914T)
16-244	Gatti's Parmer Ln.
16-245	Orange Co-working Saturday
16-246	BancVue Furniture Move Partial
16-247	Rusty Rudder
16-248	Beltarra
16-249	Dairy Queen
16-250	Fellowhip Music Rm.
16-251	Gatti's Guadalupe
16-252	Gatti's DKR
16-253	Hudson Residence
16-254	CORR WTP Pole Lights
16-255	CORR Library
16-256	Rubicon Ex. Fans
16-257	Lago Vista Shopping Center
16-258	Office Depot -Loc #2204 W/O 33837-01
16-259	Sherwin Williams
16-260	306- Receptacles
16-261	Phydeaux & Friends
16-262	KC Residence
16-263	CORR FS#1
16-264	GISD Eastview Auditorium lights
16-265	Plains Mopac
16-266	GM Call Center
16-267	Iron Workers Union
16-268	Beltera Lamps & Fixtures
16-269	Office Max Cedar Park 32948-01
16-270	Bright Horizons
16-271	313 Sunset Dr. (D&S)
16-272	Balconies Suite 202
16-273	Balconies Lights
16-274	CORR WTP Lights
16-275	Texas Capital Extension

Exhibit "A"

16-276 CORR FS#1 Small Dorm Rm.
16-277 Plains RR
16-278 Plains 8th
16-279 Murphy 6745 PEPO73578243
16-280 Plains Cedar Park
16-281 York Residence
16-282 Burnet MS Portable
16-283 Asklund Residence
16-284 Banc Vue
16-285 Office Depot #2204 WEB-673342
16-286 Office Depot #403 WEB-34039-01
16-287 Barley Bean
16-288 XYCARB
16-289 CORR PD 20161095-00
16-290 PetsMart
16-291 Nestle DSD Austin LED
16-292 Orchard Ranch
16-293 Schwann's Inside
16-294 Pleasant Hill
16-295 Absolute Signage
16-296 Hill Country MS
16-297 GM Call Center
16-298 Office Max #6311 WEB 67895
16-299 Office Max #6253 WEB 675539
16-300 Office Max #6750 WEB 675153
16-301 Chandler Track Lights
16-302 Plains Cedar Park
16-303 City of Cedar Park office Building
16-304 Presidntial Glen
16-305 West Hardy Panel Replacement 0010-11220T
16-306 West Hardy Panel Add 0010-11221T
16-307 Plains 8th
16-308 827 Rays
16-309 Chandler BB lights
16-310 Schwann's Outside

16-311	GM Ballast
16-312	GM Breaker
16-313	Express Meat
16-314	Custom Signs
16-315	Banc Vue
16-316	Capitol Products
16-317	2303 Sun Chase
16-318	Nestle DSD
16-319	Houston 0010-11161T
16-320	Houston 0010-11183T
16-321	Balconies Shopping
16-322	Vehicle Maintenance
16-323	Balconies
16-324	Belterra
16-325	Office Max 6208 WEB 67826
16-326	Sali Funding
16-327	Houston 0010-11271T
16-328	Houston 0010-11212T
16-329	Houston Trailer 0010-11063T
16-330	Schwann's Tripped Breaker
16-331	CORR Vehicle Maintenance 20170118-00
16-332	Office Max 6822 WEB 685703
16-333	Austin 0010-11359T
16-334	GM Exit Lights
16-335	AISD Office West 6th
16-336	Fern Bluff MUD
16-337	Austin 0010-11381T
16-338	Anderson Broken Conduit
16-339	Murphy's 7198 PEPO#76630781
16-340	Banc Vue Switches
16-341	Arrowhead Christmas Lights
16-342	Clean Air Concepts CORR FS#5
16-343	CORR McConnico Roof
16-344	CORR Sports Complex
16-345	Beaumont 0010-11343T

Exhibit "A"

16-346	Texas Hitch & Truck
16-347	Banc Vue TV
16-348	Bright Horizons Wyoming Springs
16-349	1201 Tinnin Ford Rd.
16-350	Murphy #6929 PEPO 0014213
16-351	CORR Library Can Lights
16-352	CORR FS #7
16-353	Banc Vue Projectors
16-354	Fazzone Offices
16-355	GM Subcontract #60000154-002
16-356	2100 ½ Falcon Village Ln.
16-357	Office Max 6774 WEB 692548
16-358	Office Max 6774 WEB 692550
16-359	Houston 0010-11371T
16-360	River Place RestRoom Lock
16-361	Bright Horizons
16-362	Round Rock Vehicle Maintenance
16-363	Office Max 6822 WEB 690644
16-364	
16-365	
16-366	
16-367	
16-368	
16-369	
16-370	

17-101	CORR PD Traffic
17-102	4708 HW 71
17-103	Bright Horizons Colorado Canyon
17-104	16-0029 Small
17-105	SW Solutions Group
17-106	Portella (Lovejoy)
17-107	Penske Truck
17-108	Fazzone Return Trip
17-109	LBJ/LASA, Peredes Group 16-0035-SMALL
17-110	Schwan's RR Receptacles
17-111	Bright Horizons Colorado Canyon
17-112	8733 Birmingham Dr.
17-113	Office Depot 477 WO 3769-01
17-114	Schwan's RR Conveyer
17-115	Juiceland Georgetown
17-116	Holiday Inn Lamp Replacement
17-117	Bright Horizons Breaker Replacement
17-118	Office Max #6473 WO 37361-02
17-119	Anderson Freezer
17-120	Office Max #6750 WO 36939-01
17-123	Palm ES 16-0022-PALM
17-124	Webb MS Service Call
17-125	Fern Bluff Mud- Extra for Fern Bluff
17-126	Apple Moving
17-127	Juarez Stone
17-128	Realty Austin
17-129	Nestle Austin
17-130	Banc Vue
17-131	Belterra St. Lighs
17-132	MCC Pavilion inspection
17-133	Bright Horizons EM Fixtures
17-134	Park & Zoom
17-135	Office Max #6774 36453-01
17-136	Riverside Grove
17-137	Office Max #6822 WO 38250-01

<u>17-138</u>	<u>Houston 0010-11601T</u>
<u>17-139</u>	<u>Sunset Valley landscape lighting</u>
<u>17-140</u>	<u>Belterra Recreation Center</u>
<u>17-141</u>	<u>Lakeline Oaks</u>
<u>17-142</u>	<u>HCS Home</u>
<u>17-143</u>	<u>Penske Extra's</u>
<u>17-144</u>	<u>GISD Baseball</u>
<u>17-145</u>	<u>Nestle Austin (0010-11781T)</u>
<u>17-146</u>	<u>Schwann's</u>
<u>17-147</u>	<u>827 Ray's Tesla</u>
<u>17-148</u>	<u>Fern Bluff freezer circuit/ kitchen extra's</u>
<u>17-149</u>	<u>Fern Bluff Move switches for sound boards</u>
<u>17-150</u>	<u>Fern Bluff Pole Light</u>
<u>17-151</u>	<u>Fern Bluff Kitchen Lights</u>
<u>17-152</u>	<u>Banc Vue Cubicle Move</u>
<u>17-153</u>	<u>Banc Vue CEO TV</u>
<u>17-154</u>	<u>Banc Vue Ceiling J-Box</u>
<u>17-155</u>	<u>Lanier HS troubleshoot & Hookup</u>
<u>17-156</u>	<u>700 LAVACA</u>
<u>17-157</u>	<u>Apple Moving</u>
<u>17-158</u>	<u>Justice Center</u>
<u>17-159</u>	<u>COR VM Power Pole</u>
<u>17-160</u>	<u>Plains Mopac</u>
<u>17-161</u>	<u>Plains Cedar Park</u>
<u>17-162</u>	<u>CORR Multipurpose Ice Machine</u>
<u>17-163</u>	<u>MCC trail light report</u>
<u>17-164</u>	<u>Sun Chase Park</u>
<u>17-165</u>	<u>BancVue TV's</u>
<u>17-166</u>	<u>Belterra St. Lights</u>
<u>17-167</u>	<u>OD 477 37369-01</u>
<u>17-168</u>	<u>OM 6750 36939-01</u>
<u>17-169</u>	<u>OD 403 36725-01</u>
<u>17-170</u>	<u>CORR MP Furniture</u>
<u>17-171</u>	<u>Anderson Mill West Fazzone</u>
<u>17-172</u>	<u>Lakeline Oaks Hasps</u>

17-173 Lakeline Oaks Mini Fridge
17-174 Murphy #6929 WO 8031969
17-175 Schwan's Conveyor
17-176 Plains Round Rock
17-177 Houston 0011-11691T
17-178 LFD Upper Warehouse
17-179 OD 403 Davaco
17-180 Olade Stone
17-181 Austin Powder Coating Oven
17-182 Belterra Rec. Center
17-183 Galindo
17-184 StarFlight
17-185 Sanchez ES
17-186 CSC Raba-Kistner Sign
17-187 OD 2784 WEB-812007
17-188 DJ Sports
17-189 Murphy's 7211 PEPO#0038511
17-190 Teravista Splash Pad
17-191 Lakeline Oaks Lamp Replacement
17-192 Sunchase Park Fixture Replacement
17-193 Beltera Rec. Tree Lights
17-194 Houston 0010-11825T
17-195 Austin 0010-12002T
17-196 CORR PD Fast Gates
17-197 3405 El Salido
17-198 Pflugerville Field Operations
17-199 Voight St. Light Repair
17-200 1512 Gracy Farms Ln.
17-201 Baca Senior Fans
17-202 Banc Vue Tv's & Furniture
17-203 OM #6750 WEB 821253
17-204 Geiko
17-205 3701.5 Grand Ave. Service
17-206 9709 Brown Ln.
17-207 Banc Vue TV's

17-208	Beaumont 0010-12031T
17-209	OM #6750 WEB 822191
17-210	Shulz Beergarten
17-211	LFD Warehouse LFD Portion
17-212	Schwans Tripped breaker
17-213	CORR Central Light Switch
17-214	CORR City Hall IT TV Receptacles
17-215	CORR McConico Permit Copier
17-216	CORR Road & Bridge TV Receptacles
17-217	OM 6750 WEB 821253 #2
17-218	OM 6750 WEB 825784
17-219	Belterra Recreation Bell Boxes
17-220	Sheriff's Association Ballast
17-221	Murphy 6745 WO 0043433
17-222	Murphy 7211 WO 0044256
17-223	Bright Horizons Oak Hill Fans
17-224	Nestle Austin 0010-12113T
17-225	Plains Cedar Park
17-226	Banc Vue TV's 7/25/17
17-227	Texas Health & Aging Switch move
17-228	Houston 0010-11951T
17-229	Anderson Mill West Pole S.T.
17-230	Schwan's Covers & Inlet
17-231	TSHA Exit, OCC and ex Fan
17-232	Bryan Cords 0010-12051T
17-233	Bryan Motions 0010-12146T
17-234	John Ganes Pool Rm Switch
17-235	River Place Fixture Replacement
17-236	CORR Vehicle Maintenance
17-237	CORR McConico Bldg
17-238	Murphy 6929 WO 0047143
17-239	CORR Public Works Service Repair
17-240	Rabbit Creek Service
17-241	Sunset Valley Service Call
17-242	Banc Vue Cubicle Install

17-243 9025 Ipswich Bay Dr.
17-244 Schwan's Round Rock Re- Anchor
17-245 Plains Mopac
17-246 Bright Horizons Breaker Lane
17-247 Office Depot Loc 2777 WEB-852347
17-248 1125 La Conterra Blvd (Fazzone Service)
17-249 CORR Public Works new Service
17-250 Sheriff's Association Ballast and Lamps
17-251 Schwan's Round Rock Fixtures and Extra's
17-252 Hudson Residence
17-253 CORR Baca Garage
17-254 CORR Library Receptacles
17-255 CORR City Hall
17-256 OD 2777 WEB 852347
17-257 Plains Capital Cedar Park Outside Receptacles
17-258 Tango Tribe
17-259 Bryan (0010-12224T)
17-260 Houston (0010-12147T)
17-261 Fellowship
17-262 Everi
17-263 Grove Building
17-264 Iron Workers
17-265 Veterans Park Phase II
17-266 Bright Horizons Oak Hill
17-267 CORR Vehicle Maintenance
17-268 Bright Horizons Round Rock
17-269 Bright Horizons Oak Hill
17-270 Murphy 5664 (56350)
17-271 Gatti's 290
17-272 Murphy 7211 (58352)
17-273 Murphy 7436 (58700)
17-274 Murphy 5661 (58810)
17-275 Murphy 7211 (58859)
17-276 Houston (0010-12265T)
17-277 Gattitown USA (South Park)

Exhibit "A"

17-278	<u>Freddies Round Rock</u>
17-279	<u>Webb MS Freezer</u>
17-280	<u>Banc Vue Misc.</u>
17-281	<u>827 Ray's</u>
17-282	<u>Acts Church</u>
17-283	<u>UT Towers</u>
17-284	<u>Freddy's Round Rock</u>
17-285	<u>Banc Vue 3 TV's</u>
17-286	<u>Gatti's 71</u>
17-287	<u>CORR FS #3 & Public Works Wall Pack</u>
17-288	<u>Banc Vue Cubicle Add</u>
17-289	<u>Murphy's 5664 (WO 0063861)</u>
17-290	<u>Pecan Springs</u>
17-291	<u>Bright Horizons RR</u>
17-292	<u>Bright Horizons Oak Hill</u>
17-293	<u>Rabbit Food Grocery</u>
17-294	<u>Plains RR</u>
17-295	<u>Oak Hill ES</u>
17-296	<u>State Health & Aging</u>
17-297	<u>Murphy's #7211 WO 006375</u>
17-298	<u>Paloma Receptacle Add</u>
17-299	<u>Bright Horizons Oak Hill</u>
17-300	<u>Arrowhead Photo-Cell</u>
17-301	<u>Banc Vue TV Move</u>
17-302	<u>CORR Sports Complex 20180301-00</u>
17-303	<u>Sheppard of the Hills</u>
17-304	<u>Arrowhead GFI's</u>
17-305	<u>McConico TJR Const.</u>
17-306	<u>Pleasant Hill PR#3</u>
17-307	<u>CORR WTP VFD's</u>
17-308	<u>CORR WTP Service Center</u>
17-309	<u>CORR WTP Misc. Work</u>
17-310	<u>Tuggle Residence</u>
17-311	<u>CORR Public Works</u>
17-312	<u>Wax That</u>

Exhibit "A"

17-313	Apogee
17-314	River Place Blue Box
17-315	Murphy #7211
17-316	

<u>18-101</u>	<u>Austin Menonite</u>
<u>18-102</u>	<u>CORR Water Services</u>
<u>18-103</u>	<u>Schwan's</u>
<u>18-104</u>	<u>Plains Cedar Park</u>
<u>18-105</u>	<u>Plains Mopac</u>
<u>18-106</u>	<u>Travis HS WH</u>
<u>18-107</u>	<u>Murphy #7211 WO # 0066375</u>
<u>18-108</u>	<u>Uptown Cheapskate</u>
<u>18-109</u>	<u>Fellowship</u>
<u>18-110</u>	<u>Edward Jones</u>
<u>18-111</u>	<u>Gatti's William Cannon</u>
<u>18-112</u>	<u>Murphy #7211 WO# 0075409</u>
<u>18-113</u>	<u>Krennek Construction</u>
<u>18-114</u>	<u>Gattis 620</u>
<u>18-115</u>	<u>Freddy's 620</u>
<u>18-116</u>	<u>Murphy #7211 WO# 0075409#2 (Call Back)</u>
<u>18-117</u>	<u>Office Max #6822 WEB-855388 WO 45190-01</u>
<u>18-118</u>	<u>CORR Business Center TV Add</u>
<u>18-119</u>	<u>Austin Seafood</u>
<u>18-120</u>	<u>Arrowhead Flagpole Light</u>
<u>18-121</u>	<u>Banc Vue TV Move</u>
<u>18-122</u>	<u>Gatti's William Cannon</u>
<u>18-123</u>	<u>Gatti's Rollingwood</u>
<u>18-124</u>	<u>Juarez Stone Inc.</u>
<u>18-125</u>	<u>Riverplace Sun Tree Park</u>
<u>18-126</u>	<u>Plains Capital RR</u>
<u>18-127</u>	<u>Trails @ Leander</u>
<u>18-128</u>	<u>CORR WTP 2 VFD's</u>
<u>18-129</u>	<u>Gatti's South Park</u>
<u>18-130</u>	<u>Georgetown Sheraton Grease Trap and Fire Suppresion</u>
<u>18-131</u>	<u>CORR WTP Fixtures & Pump Hookup</u>
<u>18-132</u>	<u>Banc Vue Power Pole Move</u>
<u>18-133</u>	<u>Murphy #7211 PE WO 0082855</u>
<u>18-134</u>	<u>Sun Tree Fixture Repair</u>
<u>18-135</u>	<u>Iron Workers</u>
<u>18-136</u>	<u>MCC Blue Boxes</u>
<u>18-137</u>	<u>MCC Data Logger</u>
<u>18-138</u>	<u>MCC Rec. in Rafters</u>
<u>18-139</u>	<u>MCC T-Stats</u>
<u>18-140</u>	<u>Banc Vue TV Move</u>

18-141	<u>Sweet Ritual Circuit Move</u>
18-142	<u>WTA</u>
18-143	<u>McConico Swithe TJR Construction</u>
18-144	<u>Banc Vue Extra's</u>
18-145	<u>CORR PD Lighting</u>
18-146	<u>CORR PD Recording Studio</u>
18-147	<u>D&S Blue Bonnet</u>
18-148	<u>Plains Cedar Park</u>
18-149	<u>Gong Cha Tea Dobie Mall</u>
18-150	<u>Freddy's Pflugerville</u>
18-151	<u>John Gains Bad Breaker</u>
18-152	<u>Eric Switches</u>
18-153	<u>CORR Library</u>
18-154	<u>Banc Vue Projectors</u>
18-155	<u>Plains Round Rock</u>
18-156	<u>Office Depot 368 wo 54372-01 po 909502</u>
18-157	<u>Nestle Austin</u>
18-158	<u>Acts Church Canopy Lights</u>
18-159	<u>CORR City Hall</u>
18-160	<u>Nestle Bryan</u>
18-161	<u>MCC Flag Pole Lights</u>
18-162	<u>Austin Motel</u>
18-163	<u>Savers 1094 wo 52175-04 po 533478</u>
18-164	<u>OD 2819 wo 55987-01 po 919939</u>
18-165	<u>OD 477 wo 52191-01 po 99722</u>
18-166	<u>OD 477 wo 55793-01 po 919051</u>
18-167	<u>Menzies Avaition #1 wo 55092-01</u>
18-168	<u>Murphy's #7082 PEPO 93105</u>
18-169	<u>Banc Vue OT Job</u>
18-170	<u>Anderson Mill West</u>
18-171	<u>Juiceland Warehouse Lights</u>
18-172	<u>611 Pomegranite</u>
18-173	<u>Sweet Ritual</u>
18-174	<u>OD 2819 wo 56157-01 po 920843</u>
18-175	<u>OD 2784 wo 56134-01 po 920841</u>
18-176	<u>Buca Di Peppo 4410 wo 53724-03</u>
18-177	<u>Gong Cha 620</u>
18-178	<u>MCC Restroom</u>
18-179	<u>MCC BB Push Button</u>
18-180	<u>MCC Pavilion Lights out</u>

Exhibit "A"

18-181	MCC Pavilion Conduit for low voltage lights
18-182	Anderson Mill West Tennis Court Lights
18-183	1600 Maple St. Lockhart
18-184	Sun Chase South Amenity Park
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CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
ELECTRICAL SERVICES

IFB No. 18-030

ADDENDUM NO. 1
(Continued)

Date: June 20, 2018

Answer: Please refer to Electrical Services, Part I, General Requirements. 1. Purpose, paragraph 2., which states the City may contact the Prime Contractor and/or the Secondary Contract to request a quote by project and will select the Contractor that best meets the needs of the City.

7. On page 7, Section 5 – Pricing, it states the "fixed cost" shall include travel, freight, equipment acquisition and maintenance, delivery charges and costs associated with permits. Can you please clarify that the "fixed cost" is defined as the hourly rates (items 1-4) listed in Attachment A – Bid Sheet.

Answer: Fixed cost is defined as it is related to Section 5. Pricing on page 7 of 18 as hourly rates (item 1-4) listed in Attachment A – Bid Sheet.

If so, does the City expect the quoted hourly rates to include costs for freight and delivery charges for parts and material used, time taken to acquire (pickup) parts from local vendors and permit fees charges by the City.

Answer: Yes.

8. On page 7, Section 5 – Pricing, will the awarded vendor be able to charge travel time from vendor shop to City facility when responding to a service call?

Answer: No.

What about charging travel time from City facility to City facility when providing Electrical services?

Answer: Contractor will not be allowed to charge travel time from City facility to City facility when providing electrical services.

9. On page 13, Section 11 – Service/Repair Parts, are overnight and/or expedited delivery charges pre-approved and allowable expenses to be charged back to the City for Emergency Calls since there is a requirement that 85% of parts need to be onsite within 24 business hours?

Answer: If service/repair parts are required to be overnighted and/or expedited for a particular electrical project, Contractor may charge back to the City for Emergency calls only provided prior approval is received from the Facilities Manager.