

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF COMMERCIAL PAINTING SERVICES
WITH
COBOS DESIGN & CONSTRUCTION, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement for commercial painting services to be performed on various City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2020, 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 COBOS DESIGN & CONSTRUCTION, INC., whose address is 1123 Mansell Avenue, Austin, Texas 78721, referred to herein as "Cobos." 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 commercial painting services to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has determined the bid submitted by Cobos provides the best value to the City; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and whereby City is obligated to buy specified services and Cobos is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 20-021 (b) Cobos'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) Cobos'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. **Cobos** means Cobos Design & Construction, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

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

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

C. 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 Cobos to supply the services as outlined in IFB Solicitation Number 20-021; and Response to IFB submitted by Cobos, 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 Cobos 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 Cobos shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (painting services). Cobos 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, commercial painting services are awarded to Cobos in accordance with bid items shown on Attachment A – Bid Sheet of Exhibit "A," as follows:

| | |
|---|----------------------------|
| Painter | |
| Regular Hourly Labor Rate | \$42.50 (no minimum hours) |
| Overtime Hourly Labor Rate | \$42.50 (no minimum hours) |
| Painter Helper Hourly Labor Rate | \$30.00 (no minimum hours) |
| Overtime Painter Helper Hourly Labor Rate | \$30.00 (no minimum hours) |
| Painter Supervisor Hourly Labor Rate | \$47.50 (no minimum hours) |
| Overtime Painter Supervisor Hourly Labor Rate | \$47.50 (no minimum hours) |
| Materials (if on Cost-Plus basis) | |
| Percentage Markup | 20% |

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 Cobos.

B. Cobos 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 **Eighty Thousand and No/100 Dollars (\$80,000.00) per year** for Cobos's services combined with the dual provider's services for a total not-to-exceed amount of **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** for the term of this Agreement.

7.01 INVOICES

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

- A. Name and address of Cobos;
- 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 affect such termination by giving Cobos 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 Cobos 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. Cobos 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 Cobos, 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 Cobos 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 Cobos, cancel this Agreement without incurring any liability to Cobos if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Cobos or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Cobos 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 Cobos's charges.

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

14.01 INSURANCE

Cobos shall meet all requirements as stated in Part II, Section 2 of the attached IFB Solicitation Number 20-021.

15.01 CITY'S REPRESENTATIVE

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

Corey Amidon
Facility Manager
212 Commerce Cove
Round Rock, TX 78664
512-341-3144
camidon@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 Cobos abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Cobos 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.

Cobos 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 Cobos.

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

C. Cobos 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 Cobos, Cobos 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, Cobos shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. City shall then pay Cobos that portion of the charges, if undisputed. The parties agree that Cobos 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

Cobos 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 Cobos, or Cobos's agents, employees or subcontractors, in the performance of Cobos'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 Cobos (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. Cobos, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 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 Cobos verifies Cobos 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 Cobos:

Cobos Design & Construction, Inc.
1123 Mansell Avenue
Austin, TX 78721

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 Cobos.

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Cobos Design & Construction, Inc.

By: C. L. Cobos
Printed Name: C. L. Cobos
Title: President
Date Signed: 9-24-20

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



City of Round Rock, Texas

Purchasing Division

221 East Main Street

Round Rock, Texas 78664-5299

www.roundrocktexas.gov

INVITATION FOR BID (IFB)

COMMERCIAL PAINTING SERVICES

SOLICITATION NUMBER 20-021

JULY 2020

Exhibit "A"

COMMERCIAL PAINTING SERVICES PART I GENERAL REQUIREMENTS

- PURPOSE:** The City of Round Rock, herein after "the City" seeks an agreement with a qualified firm(s) to provide on-site painting services for various City owned or occupied buildings on an as-needed basis. The City intends to award one primary contract and one secondary contract based on the evaluation factors described under the best value evaluation criteria section of this solicitation. 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 \$80,000 per year.
- 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 painting services include but are not limited to office buildings, fire stations, parks facilities, police facilities, and parking garages.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following-

| Description | Index |
|---|---------------------|
| Part I – General Requirements | Page(s) 1-5 |
| Part II – Definitions, Standard Terms and Conditions and Insurance Requirements | Page 6 |
| Part III – Supplemental Terms and Conditions | Page(s) 7-9 |
| Part IV – Specifications | Page(s) 10-12 |
| Attachment A – Bid Sheet | Page 13 |
| Attachment B – Reference Sheet | Page 14 |
| Attachment C – Prevailing Wage Rates | Separate Attachment |
| Attachment D – Respondent Questionnaire | Page 15 |

- AUTHORIZED PURCHASING CONTACTS:** For questions or clarification of specifications, you may contact:

Amanda Crowell
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5458
E-mail: acrowell@roundrocktexas.gov

Allen Reich
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
Email: areich@roundrocktexas.gov

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

Exhibit "A"

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

| EVENT | DATE |
|---|--|
| Solicitation released | July 2, 2020 |
| Mandatory Pre-Bid meeting | July 13 @ 10:00am |
| Deadline for submission of questions | July 17, 2020 |
| City responses to questions or addendums | Approximately July 22, 2019 @ 5:00 PM, CST |
| Deadline for submission of responses | July 29, 2020, 2019 @ 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 questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<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. MANDATORY PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-bid meeting will be conducted on the date specified in PART I Section 5- Schedule of Events.
- A. Attendance at the pre-bid meeting is mandatory. Respondents shall sign-in at the pre-bid meeting to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-bid meeting which shall initially begin at:
- City Hall Council Chambers
221 East Main Street
Round Rock, Texas 78664**
- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.
- 8. RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:
- City of Round Rock
Attn: Amanda Crowell
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**
- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.

Exhibit "A"

- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

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

Respondent shall submit one (1) evident signed "Original," and one identical electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with 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/RFQ/IFB.

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

- ❑ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- ❑ **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 will 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 (for evaluation):** Complete the respondent questionnaire and attach extra sheets and supporting documents as requested.

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:

- A. Purchase price
- B. Reputation of Respondent and of Respondent's goods and services
- C. Quality of the Respondent's goods and services
- D. The extent to which the goods and services meet the City's needs
- E. Respondent's past performance with the City
- F. The total long-term cost to the City to acquire the Respondent's goods or services
- G. Any relevant criteria specifically listed in the solicitation.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

Exhibit "A"

I. **EVALUATION FACTORS**

Total 100 Points

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

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

- 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
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
- 12. SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
- 13. 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

Exhibit "A"

PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, 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 Respondents 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/>

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 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:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing commercial painting services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. The Contractor shall have at least five (5) years of painting experience, a minimum of three (3) years of commercial experience, and possess all the necessary tools required to complete projects specified by the City.
 - C. 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.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - E. Commercial Business location from which work crews are dispatched is required to be in approximately a 40-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 painting services
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.
Attachment C – Prevailing Rates are posted in Solicitation Documents for IFB No. 20-021 Commercial Painting Services on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services.

Exhibit "A"

- B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
- D. **Safety Data Sheets**: Contractor shall be required to have in their possession at the location of each project and available upon request safety data sheets applicable to hazardous substances that are present at the work site.

6. **WORKFORCE**: Successful Respondent shall:

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

7. **PRICING**: The Respondent shall determine and submit a fixed cost for the work and shall include all foreman (non-productive supervisors) labor, incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

Prices for parts and materials may be on a **cost-plus basis**. The percentage (%), if any, of markup will be designated by the Respondent in Attachment A- Bid Sheet. 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.

8. **PRICE INCREASE**: Contract prices for commercial painting services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.

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

B. **Procedure to Request Increase**:

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

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

- ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

Exhibit "A"

9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance at any time during the contract term.
10. **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.
11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
12. **PERMITS:** The Successful Respondent 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.
13. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.
14. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor.
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals and strategies to meet objectives.
15. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. The City's designated representative:
Corey Amidon
Facility Manager
General Services
Phone: 512- 341-3144
E-mail: camidon@roundrocktexas.gov
16. **INTERLOCAL PURCHASING AGREEMENTS:**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SCOPE OF WORK

1. **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 painting services include but are not limited to office buildings, fire stations, parks facilities, police facilities, and parking garages.
2. **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.
 - A. All materials used in any project shall be new unless pre-approved by the City's designated representative.
 - B. 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. 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.
3. **PAINING SERVICE REQUIREMENTS:** The following contains the minimum requirements and experience for painting services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
 - A. Contractor shall have a working knowledge of commercial painting services up to a level 5 finish to include but not be limited to:
 - i. All joints and interior angles shall have tape embedded in joint compound and shall be immediately wiped with a joint knife leaving a thin coating of joint compound over all joints and interior angles;
 - ii. Two separate coats of joint compound shall be applied over all flat joints and one separate coat of joint compound shall be applied over interior angles;
 - iii. Fastener heads and accessories shall be covered with three separate coats of joint compound;
 - iv. All joint compound shall be smooth and free of tool marks and ridges." It is recommended that the prepared surface be coated with a drywall primer prior to the application of final finishes;
 - v. In severe lighting areas, flat paints applied over light textures tend to reduce joint photographing. Paints with sheen levels other than flat as well as enamel paints are not recommended over this level of finish;
 - vi. Special attention should be paid to long corridors, large areas of wall, and large/multiple windows;
 - vii. Additionally, a thin skim coat of joint compound, or material manufactured especially for this purpose, is applied to the entire surface.
 - B. If a level of finish is not specified, then Level 4 is standard finish for the City which includes items i.-vi. of Part IV, Item 3 as listed above.
 - C. The painting processes shall include but not be limited to: Tape, float, texture paint, finishing work and other painting work as described by the project manager.
 - D. Contractor must be familiar with and have a working knowledge of all tools and equipment applicable to the painting trade and have extensive knowledge of painting materials.
 - E. Contractor must be able to work unsupervised and run a crew.

Exhibit "A"

4. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
 - A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person 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.
 - C. Answering machines are unacceptable as a point of contact.
 - D. The contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the City.
5. **WARRANTY:** Contractor shall provide a one-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 working days from notice of defect.
6. **RESPONSE TIME:** Response times shall be as follows:
 - A. **Standard business hours** shall be from 7:00 AM to 6:00 PM CST Monday through Friday.
 - B. **Non-emergency service calls:** Contractor shall respond and provide a written estimate for non-emergency service calls within two days and begin work within five days of the original request.
 - C. **Emergency Service Calls:** Contractor shall respond within 24 hours and provide a written estimate for non-emergency service calls within two days and begin work within five days of the original request.
7. **STANDARD AND OVERTIME WORK HOURS:** Overtime pay consisting of hours outside the designated regular business hours, will be allowed by the City if deemed necessary and approved by the City's designated representative in advance of work. Overtime work performed in excess of regular work hours or on weekends or holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service. Contractor shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.
8. **ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until 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 without the permission of the City's designated representative.

Each written estimate shall include the following information:

 - A. Department name and location of the project.
 - B. Contractor's designated contact name and telephone number.
 - C. Total Cost (Labor and materials).
 - D. Description specifying work to be done.
 - E. Time projected to complete the project.
9. **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.

Exhibit "A"

- 10. DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving, and storing painting material and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.
- 11. WORK REPORTS:** Contractor 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:
- A. Location of the worksite;
 - B. Date and time of arrival at worksite;
 - C. Time spent for repair; # of employees worked, and hours listed.
 - D. Date and time work at location is completed;
 - E. Part(s) ordered, and equipment rented, if necessary
 - F. A detailed description of all the completed repair work certifying the location is in working order shall be signed by the City's designated representative at the time the work is performed.
- 12. INVOICE REQUIREMENTS:** Each project shall be invoiced separately. The cost of the invoices shall not exceed the corresponding estimate. The Contractor shall include the following detailed information on each invoice:
- A. Department name and location of the project.
 - B. Contractor's designated contact name and telephone number.
 - C. Breakdown of Labor costs (Number of workers, hourly rate).
 - D. Materials (Detailed description, quantity, unit price and extended price amounts). The cost of supplies and materials shall be listed separately from labor. A maximum pricing markup, as indicated on Attachment A- Bid Sheet, will be allowed for material.
 - E. Cost of Equipment rented to complete project, if any.
 - F. Total Cost (Labor and materials).
 - G. Description specifying work to be done.
 - H. Time projected to complete the project.
 - I. Invoices shall have attached a copy of paid materials receipt from the supplier.
- 13. CITY RESPONSIBILITIES:** The City will-
- A. Provide one point of contact for all work to be coordinated through.
 - B. Coordinate scheduling of services with the Contractor.
 - C. Provide the Contractor with a complete and accurate project overview with the request for estimate.
 - D. Confirm all paint colors in writing prior to project start.
 - E. Coordinate access to areas with limited access.
 - F. Provide power and water utilities to complete the project.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No.20-021 Commercial Painting Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. 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.
 - B. 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.
 - C. 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>.
 - D. 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."
 - E. 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.

Exhibit "A"
Attachment A Bid Sheet
Commercial Painting Services
IFB 20-021

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with all solicitation documents contained in IFB No. 20-021 Commercial Painting Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein. An anticipated total contract award will be made by the City in an amount not to exceed \$80,000 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 will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.
The Labor rates requested below shall include any and all labor cost, administrative costs, overhead, insurance, disposal fees and fuel cost.

Section I: Cost - 60 Points

| No. | Description | Estimated Quantity | Unit | Unit Cost | Extended Total |
|---|--|--------------------|----------|-----------|----------------|
| 1 | Painter- Standard Labor Rate | 200 | Per Hour | \$ 42.50 | \$8,500.00 |
| 2 | Painter- Overtime Labor Rate The overtime rate shall not exceed one and one half times the regular hourly rate. | 100 | Per Hour | \$ 42.50 | \$4,250.00 |
| 3 | Painter Helper- Standard Labor Rate | 200 | Per Hour | \$ 30.00 | \$6,000.00 |
| 4 | Painter Helper- Overtime Labor Rate The overtime rate shall not exceed one and half times the regular hourly rate. | 100 | Per Hour | \$ 30.00 | \$3,000.00 |
| 5 | Painter Working Supervisor-Standard Labor Rate | 50 | Per Hour | \$ 47.50 | \$2,375.00 |
| 6 | Painter Working Supervisor-Overtime Labor Rate The overtime rate shall not exceed one and half times the regular hourly rate. | 50 | Per Hour | \$ 47.50 | \$2,375.00 |
| Note: The estimated quantities and annual total are for evaluation purposes only. Annual Total | | | | | \$26,500.00 |

Section II: Materials

| | | |
|---|-------------------|-----|
| (Information Only): Prices for Material shall be on a cost-plus basis. The Percentage (%) if any, of markup will be: | Percentage Markup | 20% |
|---|-------------------|-----|

Responses to Attachment D - 40 points will be evaluated using "Best Value" criteria:

Training and development (10 points)
Company and individual work experience (25 points)
Comprehensive Vehicle and Equipment List (5 points)

COMPANY NAME:

Cobos Design & Construction, Inc

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Cal Cobos

PHONE NUMBER:

512-422-7645

MAIL ADDRESS:

cobosdc2cal@yahoo.com

Exhibit "A"

City of Round Rock
Commercial Painting Services
IFB No. 20-021
Class/Item: 910-54
JULY 2020

ATTACHMENT B REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 20-021
RESPONDENT'S NAME: Cobas Design & Const. Inc. DATE: 7-27-2020

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 Teachers Retirement System of Texas
Name of Contact Eric Koog
Title of Contact Facilities Project Manager
E-Mail Address eric.koog@trs.texas.gov
Present Address 1000 Red River
City, State, Zip Code Austin, TX. 78701
Telephone Number (512) 848-1100 Fax Number: ()
2. Company's Name Texas Workforce Commission
Name of Contact John Childress
Title of Contact Facilities Director
E-Mail Address john.childress@twc.state.tx.us
Present Address 101 East 15th
City, State, Zip Code Austin, TX. 78701
Telephone Number (512) 861-9)
3. Company's Name Round Rock I.S.D.
Name of Contact Mike Ghasemi
Title of Contact Facilities Director/Painting & Maint.
E-Mail Address mike.ghasemi@roundrockisd.org
Present Address 1311 Round Rock Ave.
City, State, Zip Code Round Rock, TX. 78681
Telephone Number (512) 775-2124 Fax Number: ()

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

Exhibit "A"

City of Round Rock
Commercial Painting Services
IFB No. 20-021
Class/Item: 910-54
JULY 2020

ATTACHMENT D RESPONDENT QUESTIONNAIRE 40% Points

| | |
|---|-----------------------------|
| Name of Business: | Cobos Design & Const., Inc. |
| Physical Address of Headquarters (HQ): | 1123 Mansell Ave. |
| Physical Address of Serving Branch: (if different address from HQ) | Austin, Tx. 78721 |

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 and quantity of vehicles and equipment that will be used to support this contract. (5% Points)
3. Number of full-time employees that can be assigned to work on City of Round Rock projects (excluding office or administrative staff): A minimum of 8 full time, non-administrative/office employees is required.

| | |
|--------------------------------|----|
| # of Full Time Painters | 12 |
| # of Full Time Painter Helpers | 12 |
| # of Painter Supervisors | 4 |

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

| | |
|--|----|
| Number of years in the commercial Painting business: | 30 |
|--|----|

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 Painting Services
 - Individual Work Experience- Include the resume of the owner and project lead personnel (excluding administrative staff) as well as supporting documentation as applicable, such as certifications, licenses and years of experience.

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 20-021

Addendum No: 1

Date of Addendum: 7/21/2020

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

I. **Questions:**

Q1. In regard to supervision are you expecting that a City representative will be supervising our personnel?

A1. **No. The Company will be responsible for supervising their own personal. A City employee may be present for items such as door access or escort if needed in such places like the police department but once a company is assigned the project the only thing the City needs is a work report upon completion of each day's work.**

Q2. Will there be two vendors awarded the contract?

A2. **Yes, it is the City's intent to award to two vendors.**

Q3. How will multiple vendors be assigned work? Will it be rotating?

A3. **The General Services Department intends to rotate the services so that both vendors get an equal opportunity for work. For larger projects they may request a quote from each company.**

Q4. Does the contract need to provide background checks and do fingerprinting?


A4. **The Contractor must only do background checks for their employees as local/state and federal laws apply. The City does not require proof of background checks only that they are completed as normal hiring processes apply.**

Q5. If the contractor has an existing contract with another entity, can that contract be used?

A5. **The contract can only be used if an interlocal agreement clause is included in the contract and only if the City accepts this contracts terms and conditions with the other entity.**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


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

7/21/2020

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

ACKNOWLEDGED BY:


Name


Authorized Signature

7-27-2020
Date

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