

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF VEHICLE GRAPHICS AND WRAP SERVICES
WITH
EQUIPT GRAPHICS SOLUTIONS-AUSTIN**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
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§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the purchase of vehicle graphics and wrap services, 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 _____, 2021 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and EQUIPT GRAPHICS SOLUTIONS-AUSTIN, whose offices are located at 16805 Radholme Court, Round Rock, Texas 78664 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase vehicle graphics and wrap services; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services; and

WHEREAS, City has determined the bid submitted by Services Provider provides the best value to the City; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 21-001 dated November 2020 ("IFB"); (b) Services Provider's Response to IFB; and (c)

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

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, Addenda, 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.

2.0 EFFECTIVE DATE AND TERM

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

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

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

3.0 CONTRACT DOCUMENTS AND EXHIBITS

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

4.0 ITEMS AWARDED AND SCOPE OF WORK

Items Awarded. All bid items in "Attachment A – Bid Sheet" of Exhibit "A" are awarded to Services Provider.

Scope of Work: Services Provider shall satisfactorily provide all services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0 COSTS

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A – Bid Sheet" of Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Four Hundred Sixty-Seven Thousand Five Hundred and No/100 Dollars (\$467,500.00)** for the term of this Agreement.

6.0 INVOICES

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

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- C. Delivery or performance dates.

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

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

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.0 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of

entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.0 TAXES

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

12.0 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.0 INSURANCE

Services Provider shall meet all insurance requirements set forth in Part II of IFB 21-001 and on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.0 CITY'S REPRESENTATIVES

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

Travis Wilkes
Assistant General Services Director
212 Commerce Cove
Round Rock, Texas 78664
512-341-3317
twilkes@roundrocktexas.gov

15.0 RIGHT TO ASSURANCE

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

16.0 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service

and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- 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.

17.0 TERMINATION AND SUSPENSION

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

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

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

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

18.0 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any

and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 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 the contract. The signatory executing this Agreement on behalf of Services Provider verifies that Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.0 ASSIGNMENT AND DELEGATION

The parties each 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.

21.0 NOTICES

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

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

Notice to Services Provider:

EQUIPT Graphics Solutions-Austin
16805 Radholme Court
Round Rock, Texas 78664

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan 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 Services Provider.

22.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.0 EXCLUSIVE AGREEMENT

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

24.0 DISPUTE RESOLUTION

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

25.0 SEVERABILITY

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

26.0 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and

that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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


Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

EQUIPT Graphics Solutions-Austin

By:  _____
Printed Name: Sam Merkel
Title: GM
Date Signed: 5/6/2021



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

INVITATION FOR BID (IFB)

VEHICLE GRAPHICS AND WRAP SERVICES

SOLICITATION NUMBER 21-001

NOVEMBER 2020

Exhibit "A"

VEHICLE GRAPHICS AND WRAP SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in turnkey vehicle graphic design, installation, and removal services.
2. **BACKGROUND:** The City's fleet currently consists of more than 600 vehicles including trucks, SUVs, and Crown Victorias. Vinyl decals and printed graphics manufactured in accordance with the included specification and scope of work are designed to identify police emergency and city vehicles placed in service. Decals and graphics are installed in a specific pattern to exhibit uniformity across a range of vehicles and over a length of years that the vehicles will be in service. In addition, the City sometimes requires decal removal.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10- 12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – Respondent Questionnaire	Page 15

4. **AUTHORIZED PURCHASING CONTACT:** 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

Adam Gagnon
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456

E-mail: agagnon@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.

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

EVENT	DATE
Solicitation released	November 12, 2020
Mandatory Pre-Bid meeting / site visit	December 2, 2020 @ 9:00am
Deadline for submission of questions	December 30, 2020
City responses to questions or addendums	Approximately January 4, 2021 @ 5:00 PM, CST
Deadline for submission of responses	January 14, 2021 @ 3:00 PM, CST

Exhibit "A"

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:

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

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **MANDATORY PRE-BID MEETING:** A pre-bid meeting and inspection will be conducted to fully acquaint Respondents with the facilities, vehicles, 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 / site visit.
 - C. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
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.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered and will be returned unopened if a return address is provided.
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.

Exhibit "A"

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original 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 <https://www.roundrocktexas.gov/businesses/solicitations> 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 C: 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.

I. EVALUATION FACTORS

Total of 100 Points

- Cost – 60 Points
- Response to Attachment D – Respondent Questionnaire – 40 Points allocated to the following criteria:
 - Portfolio of designs and previous installations = 15 Points
 - Applicable company experience = 15 Points
 - Individual work experience = 10 Points

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

Exhibit "A"

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 vehicle graphic design and wrap installation/removal services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. 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.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
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 vehicle graphic design and wrap installation/removal services.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the successful Respondents' obligations under this paragraph.
 - D. Due to COVID-19 all Contractor employees must practice social distancing when able and always wear the following when on-site: face mask. In addition, the Contractor agrees to comply with all state and local guidelines with regards to COVID-19 safety and prevention. The City's COVID-19 guidelines can be found at:
<https://www.roundrocktexas.gov/departments/fire/emergency-management/coronavirus-covid-19-information/>
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.

Exhibit "A"

- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for vehicle graphic design and installation 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 7% 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 or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
9. **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.
10. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation **must submit as part of their Offer** materials specifications/descriptive literature for the non-referenced (or Proposed Buyer's Approved Equal) product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

Exhibit "A"

- B. **Materials specifications/descriptive literature** are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
 - C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
 - D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
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. Provide City contact(s) information for implementation of agreement.
 - B. 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:
Marshall Reynolds
Fleet Operations Manager
General Services
Phone: (512) 218-5571
E-mail: mreynolds@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. **PURPOSE:** The purpose of this contract is to obtain vehicle graphic design, vinyl decal installation, and decal removal services.
2. **BACKGROUND:** The City's fleet currently consists of more than 600 vehicles including trucks, SUVs, and Crown Victorias. Vinyl decals and printed graphics manufactured in accordance with the included specification and scope of work are designed to identify police emergency and city vehicles placed in service. Decals and graphics are installed in a specific pattern to exhibit uniformity across a range of vehicles and over a length of years that the vehicles will be in service. In addition, the City sometimes requires decal removal.
3. **GRAPHIC DESIGN REQUIREMENTS:**
 - A. **REPRODUCTION AND DELIVERY:** The Contractor shall-
 - i. Obtain Ford and Chevrolet vehicle manufacturer templates to modify for use on City vehicles.
 - ii. **Design must match existing graphics for PD and City vehicles.** Current design will be on display at the pre-bid meeting.
 - iii. **No alterations of design will be accepted without the express written permission of the City.**
 - iv. Images can be provided from current inventory of vehicles for material sizing to be matched by contractor. This will include all sides of the vehicles as well as the hood and roof of vehicle.
 - v. Fonts shall match existing design.
 - B. **OWNERSHIP AND USE OF DELIVERABLES:**
 - i. The ownership and use of the deliverables and all rights therein, including without limitation, copyrights belong to and shall be the sole and exclusive property of the City.
 - ii. As to any deliverables containing copyrighted subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered work made for hire by the Contractor for the City and the City shall own all copyrights of and to such deliverables.
 - iii. Contractor shall supply the city with electronic, readable, transferrable copies of all graphic files including dimensions for the original, functional artwork upon request and without hesitation or modification.
4. **WRAP MATERIAL SPECIFICATIONS:**
 - A. The material for the vehicle graphics shall be 3M or Avery digital wrap media including Avery SW900/SW950, 3M 1080/2080, or equivalent and reflective material may be required for certain projects. Any perforated vinyl shall be Inkjet Window Film Material CLEAR FOCUS -8 mil - white/black perforated composite PVC with clear removable acrylic pressure-sensitive adhesive and a solid release liner with a 65/35 vinyl to air ratio, 1.5mm hole size, and a 2-3-year outdoor durability. If alternative materials are suggested the specification of new material shall be sent to the City's Point of Contact for approval prior to work beginning. Please indicate these alternatives on Attachment A- Bid Sheet- **UPDATED**.
 - B. Transfer tape materials shall be a paper medium tack suitable for wet or dry applications (TransferRite 582U or equivalent).
 - C. Print inks for "Print and Cut" graphic decals will be any acceptable product as specified for the vinyl material to be printed on.
5. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Perform services at the following location:
**City of Round Rock Vehicle Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664**
 - B. Have all equipment necessary to perform services at the location listed above.
 - C. Observe the location of decal and material placement. Materials shall be placed on the following areas:

Exhibit "A"

- i. Front of vehicle location will be the hood and windshield from edge to edge
 - ii. Rear of vehicle location will be the lift gate or tailgate to include rear glass front edge to edge and top to bottom.
 - iii. Sides of vehicle location will be from the front fender where it meets the hood to rear fender where it meets the tailgate and from the bottom edge of the vehicle to the top edge of the doors.
 - iv. The roof of vehicle is from the top edge of the doors on the right side to the top edge of the doors on the left side and from top edge of windshield to the top edge of the lift gate on an SUV or the top edge of the rear glass on all other vehicles.
 - v. All police vehicles will require application to the front, rear, sides, and the roof. Other city vehicles may require some or all of the locations listed above.
 - D. Ensure materials are applied with no scratches, tears, bubbles, or other visible defects.
 - E. Ensure materials are installed per manufacturer instructions using best shop practices.
 - F. Ensure materials perform correctly by exhibiting proper adhesion to the surfaces they are applied to.
 - G. Ensure print and cut graphic decals will retain their colors and shape throughout the duration of the decal material's outdoor durability.
 - H. New Vehicles: The timeline for new vehicles will be no more than 10 business days to complete. The scheduling for application of graphics is coordinated through the City Representative.
 - I. Damaged Vehicles and Material Reinstallation:
 - i. The timeline for rewrapping/reinstallation of materials on repaired vehicles shall be no more than 5 business days.
 - ii. Vehicles are assigned to individual officers and must be "road ready" as soon as possible after repair.
 - iii. The complete wrap/installation of the damaged area shall be provided on an as-needed basis in accordance with a prorated value of the type of vehicle listed in Section I on the bid sheet and the associated labor costs under Section II as described below:

a) Front of vehicle	20%
b) Passenger Side of vehicle	25%
c) Driver Side of vehicle	25%
d) Roof	15%
e) Rear	15%
- OR**
- As mutually agreed upon by the City Representative and the awarded Contractor at a prorated portion to equal an appropriate estimate for labor and material.
- J. Material Removal- If the City requests the removal of decal or wrap material then all reasonable precautions must be taken by the Contractor to avoid damage to the vehicle. If the Contractor deems the material too difficult to remove or expects that material removal will damage the vehicle, they must consult with the City's Point of Contact prior to the start of the project. Additionally, any vehicle that has had graphic material on it for more than eight years should be discussed with the Point of Contact about possible damages and how to address the removal of material.
6. WARRANTY: All goods shall be warranted against defects in material and workmanship for a period of no less than 12 months beginning with the date of installation of the part as evidenced by the City's work order. If the manufacturer's standard warranty exceeds twelve months, then the manufacturer's standard warranty shall be in effect. The successful Contractor shall furnish a copy of the manufacturer's warranty at time of delivery.
7. CONTRACTOR RESPONSIBILITIES: The Contractor shall-
- A. Coordinate scheduling with the City.
 - B. Check in with the reception desk upon arrival on site.
 - C. Confirm graphics and locations of graphics on vehicles with City prior to installation.

Exhibit "A"

- D. Provide the City with an estimate for departmental approval prior to work commencement. Work on any vehicle may not begin until the estimate is accepted and a Purchase Order is issued by the City.
- E. All materials and labor must be listed on the estimate so the City can confirm contract pricing is being observed.

8. **CITY RESPONSIBILITIES:** The City will-

- A. Coordinate scheduling with the Contractor.
- B. Provide a shaded vehicle bay in which Contractor can perform necessary services. This bay is a permanent enclosed building with door access on two sides. The bay is not temperature controlled but does have heating in the winter and is open to the rest of the shop.
- C. Ensure the vehicle has been in the shaded bay for a minimum of 30 minutes prior to scheduled work.
- D. Provide electrical outlets used to complete tasks if necessary.
- E. Provide the Contractor with a Purchase Order prior to work commencement.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 21-001 Vehicle Graphics and Wrap Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/businesses/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://roundrocktxvendors.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"

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 21-001 Vehicle Graphics and Wrap Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. **If entering a Proposed Buyer's Approved Equal specifications of proposed item must be submitted with packet for review for all proposed items.** Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
Section I- Vehicle Decals, Wraps, Banners, etc.					
1	Police Department Explorers Avery SW900/SW950, 3M1080/2080	50	Total vehicle Decals	\$125.00	\$6,250.00
Proposed Buyer's Approved Equal: _____					
2	Police Department Tahoes Avery SW900/SW950, 3M1080/2080	30	Total vehicle Decals	\$130.00	\$3,900.00
Proposed Buyer's Approved Equal: _____					
3	Police Department Crown Victorias Avery SW900/SW950, 3M1080/2080	15	Total vehicle Decals	\$115.00	\$1,725.00
Proposed Buyer's Approved Equal: _____					
4	Animal Control Crew Cab Avery SW900/SW950, 3M1080/2080	4	Total vehicle Decals	\$325.00	\$1,300.00
Proposed Buyer's Approved Equal: _____					
5	City Logo Avery SW900/SW950, 3M1080/2080	60	each	\$18.50	\$1,110.00
Proposed Buyer's Approved Equal: _____					

Exhibit "A"

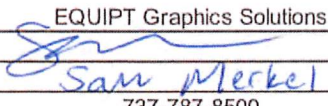
6	Door Banner Avery SW900/SW9 50, 3M 1080/2080	60	each	\$18.50	\$1,110.00
Proposed Buyer's Approved Equal: _____					
7	All other decals for City- Solid Color Avery SW900/SW9 50, 3M 1080/2080	300	Square foot	\$8.50	\$2,550.00
Proposed Buyer's Approved Equal: _____					
8	All other decals for City- Multiple Colors Avery SW900/SW9 50, 3M 1080/2080	300	Square foot	\$11.50	\$3,450.00
Proposed Buyer's Approved Equal: _____					
9	All other decals for City- Reflective	100	Square foot	\$14.30	\$1,430.00
Proposed Buyer's Approved Equal: _____					
10	All other decals for City- 3M Digital Media	300	Square foot	\$14	\$4,200.00
Proposed Buyer's Approved Equal: _____					
11	Perforated Vinyl Inkjet Window Film Material CLEAR FOCUS	50	Square foot	\$8.50	\$425.00
Proposed Buyer's Approved Equal: _____					
Section II: Labor					
12	Graphic Design Services	50	Hour	\$1.00	\$50.00
13	Installation Services	400	Hour	\$60.00	\$24,000.00
14	Removal Services	600	Hour	\$70.00	\$42,000.00
Annual Total:					\$93,500.00
<div> <div> COMPANY NAME: SIGNATURE OF AUTHORIZED REPRESENTATIVE: PRINTED NAME: PHONE NUMBER: EMAIL ADDRESS: </div> <div> EQUIPT Graphics Solutions  737-787-8500 Sam.Merkel@EQUIPTGraphics.com </div> </div>					

Exhibit "A"

ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 21-001
RESPONDENT'S NAME: Samuel Merkel DATE: 1/14/2021

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	DTE Energy	<div>Scope of Work With DTE</div> <div>- Converted branding on 5,200 units across 18 model years, and 100 unique equipment types</div>
	Name of Contact	Mike Ybarra	
	Title of Contact	Fleet Manager	
	E-Mail Address	Michael.Ybarra@dteenergy.com	
	Present Address	2000 Second Ave	
	City, State, Zip Code	Detroit, MI. 48226	
	Telephone Number	(313) 701-7132 Fax Number: ()	
2.	Company's Name	Round Rock Nissan	<div>Scope of Work with RR Nissan</div> <div>- Actively working with Ali on many different accounts throughout the region, across 5 vehicle types.</div>
	Name of Contact	Ali Alsinjari	
	Title of Contact	Nissan Fleet Manager	
	E-Mail Address	AAlsinjari@roundrocknissan.com	
	Present Address	3050 N. Interstate Hwy 35	
	City, State, Zip Code	Round Rock, TX. 78681	
	Telephone Number	(512) 244-8500 Fax Number: ()	
3.	Company's Name	Sylvania Township Police	<div>Scope of Work with Sylvania Township</div> <div>- New designs and installation for various please vehicle types, in addition to like work for Sylania Township Fire Department</div>
	Name of Contact	Jim Rettig	
	Title of Contact	Deputy Chief	
	E-Mail Address	JRettig@sylvaniatownshippolice.com	
	Present Address	4420 King Rd.	
	City, State, Zip Code	Sylvania, OH. 43560	
	Telephone Number	(419) 720-3008 Fax Number: ()	

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

**ATTACHMENT C
 RESPONDENT QUESTIONNAIRE
 (40 Points)**

Name of Business:	EQUIPT Graphics Solutions
Physical Address of Headquarters (HQ):	DBA Tenax Partners, LLC. 906 James, St. Adrian, MI. 49221
Physical Address of Serving Branch: (if different address from HQ)	16805 Radholme Ct. Round Rock, TX. 78664

1. On a separate sheet of paper describe your COMPANY EXPERIENCE for the last 3 years. List any other contracts or large projects you have had. Include information for at least 2 commercial contracts for vehicle graphics and wrap services. **(15 Points)**
2. PORTFOLIO of designs and applications: Attach a portfolio of designs created by your company and examples of installation work performed **(15 Points)**
 - o SAMPLES: The Contractor shall provide examples of similar work to the City for review. Examples may be sent electronically via weblink, enclosed on a flash drive, or otherwise included with the bid. The City reserves the right to accept or reject the bid response based on the quality of the samples provided.
3. INDIVIDUAL EXPERIENCE: On a separate sheet of paper describe individual experience for the person(s) who will be actively engaged in the performance of this contract. Include supporting documentation as applicable such as certifications, licenses, and years of experience and the resume of the owner. **(10 Points)**
4. Number of full-time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	16
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5. How many years has your company been in the vehicle graphic and installation services business?

Number of years in the commercial vehicle graphics and installation services business:	4
--	---

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 21-001

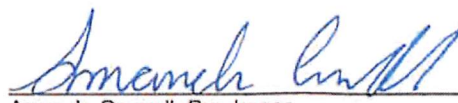
Addendum No: 1

Date of Addendum: 12/11/2020

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

- I. **Additional Information:** The City will not have answers to the multiple questions asked via email and at the pre-bid meeting until after December 15, 2020.
- II. **Extension:**
 - A. The anticipated response date for the initial question period is updated to reflect December 18, 2020.
 - B. The deadline for submission of all questions is hereby extended until December 30, 2020.
 - C. The anticipated response date for questions arising after December 15, 2020 and through December 30, 2020 is January 4, 2021.
 - D. The proposal due date is hereby extended until Thursday, 1/14/2020, at 3:00PM.
- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

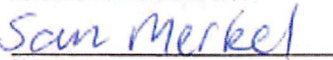
APPROVED BY:

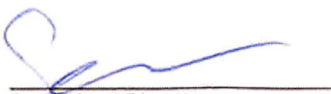

Amanda Crowell, Purchaser
Purchasing Office, 512-218-5458

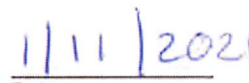
12/11/2020

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


Date

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

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 21-001

Addendum No: 2

Date of Addendum: 12/21/2020

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

I. Clarifications: The City has updated the following sections-

- A. Part IV Scope of Work Item 4.A. allows for equivalent or better, buyer-approved materials.
- B. Part IV Scope of Work Item 5-J. Material Removal addresses vehicle damage.
- C. Lines 5-10, 12, and 13 on Attachment A- Bid Sheet- UPDATED. Proposed Buyer's Approved Equal options have been added to lines 1-10. Materials referenced in these sections must be equal to or better than the materials listed in the scope of work.

II. Questions:

Q1. Will the City's vehicle graphic layouts stay the same? Does this include Police and Animal Control vehicles? If yes, do you have the existing artwork or will you require us to duplicate it?

A1. Yes, currently the City intends to keep the same graphics layout as what is currently on our all of the city vehicles. The City does not have access to the existing artwork files so will require the Contractor to duplicate the art. The city does however have the city logo and will provide an electronic copy to the awarded vendor.

Q2. What size are the City's door logo decals?

A2. 25 inches by 14 inches

Q3: What decals does the majority of Parks and Recreation Department (PARC) vehicles have?

A3: The majority of PARC vehicles have door banners with the City logo and some text.

Q4. Do we need to indicate what material we are using as well?

A4. The City has added item 10. Material Specifications/Descriptive Literature to Part III Supplemental Terms and Part IV Scope of Work item 7.D-E. has also been added. All labor and materials need to be clearly identified on the individual work estimate for the project. The estimate must be approved by the department before beginning any work.

Q5: 3M is phasing out 1080 and bringing in 2080 Will you accept this material?

A5: Part IV Item 4. Wrap Material Specifications of the solicitation has been updated. Also, The City has added Item 10. Material Specifications/Descriptive Literature to Part III Supplemental Terms and Conditions.

Q6: Some material can be hard to get because of COVID. Turnaround time can be 2 to 3 days to get product). Regarding turnaround times should we be stocking materials?

A6: Normally when we schedule services it is two to three days out, that should be an adequate time frame to get materials.

Q7: Some graphics will require printing on digital media such as 3M and others have lines you can print colors on. Can we use that material?

A7. Yes, Part IV, Item 4. of the solicitation has been updated.

Q8. How can we obtain the results of the current bid holder for the last awarded contract?

A8. There is no current contract with the City. Some of the vendors the City currently uses are Larry Perez Signs and Graphics and Ideal Signs.

Exhibit "A"

Q9: Do you need registration numbers applied to the vehicles?

A9: The City will need our City-assigned asset numbers applied to the vehicles.

Q10: Do you pay sales tax?

A10: No, we are tax exempt.

Q11: Will the design element be part of the bid sheet?

A11: The design element will be included under the hours for Graphic Design.

Q12: How many vehicles will the City's bay hold?

A12: The bay we have will hold 3 cars or SUVs. You can work on more than one vehicle at a time in the bay.

Q13: What are the conditions of the bay? On a scale from 1-10 how clean is the bay?

A13: The bay is open to the rest of the shop and while we can close the doors there is no air conditioning in the bay. We would rank its cleanliness as an 8 or 9, we keep it pretty clean.

Q14: Are the turnaround times appropriate based on the bay situation?

A14: The number of wraps is appropriate based on the bay availability. Scheduling with the department will be key to ensuring turnaround times can be met. Any delays shall be communicated by the Contractor to the City's Point of Contact.

Q15: Can we specify a minimum number of vehicles?

A15: No. Sometimes we only have one vehicle that requires these services.

Q16: What is the product currently on the vehicles?

A16: The majority of the vehicles have the products listed in the solicitation document on them.

Q17: It may be impossible to remove decals on vehicles that have had the wrap on for many years without causing damage. In the solicitation it states we cannot damage the vehicles. That would be an issue. Can we address that?

A17: Part IV- Scope of Work, Item 5.J. has been updated to address this concern.

Q18: How old are the graphics on the vehicles?

A18: Some are 8-9 years old, the oldest is 12 years old.

Q19: Regarding decommissioned vehicles, does the City require graphic material removal at that time of decommission?

A19: Some do, yes

Q20: On average, how many graphic material repairs does the City request in a given month?

A20: In the last month we have made three repair requests. We have 120 marked police vehicles, and we estimate 3% of the fleet will require graphic material repairs per month.

Q21: What vehicles do you have here at the pre bid that we can see?

A21: Tahoe, Explorer, Crime Scene Van, Crown Vic, and Animal Control vehicle.

Q22: Are we able to set an appointment to inspect vehicles prior to the pre-bid meeting? Our team would like to take a detailed look into some of the vehicles.

A22: The City provided multiple vehicles for tactile review at the December 2, 2020 pre-bid meeting.

Q23: Can we arrange a time to see more of the Fleet when they are not in use?

A23: This opportunity was opened to the vendors on the date of Friday Dec 18th @ 2:00PM.

Q24: Does the City have the Pantone Matching System (PMS) numbers?

A24: The City logo uses PMS 288- 80%, 288, and 1805.

BID SHEET

Q25: In order to accurately bid it should be noted that digital/screen printing generally uses color. This will affect the cost; how can we account for that? The cost is different per foot if there is color. Do you mean ft²?

A25: Please See Attachment A- Bid Sheet- UPDATED as we have modified Section I.

Exhibit "A"

Q26: We did not see a line on the bid sheet for reflective material. Reflective material is more expensive. Can we add in a line for that cost? Avery and 3M have reflective material.

A26: Please See Attachment A- Bid Sheet- UPDATED as we have modified Section I and Part IV, Item 4 of the solicitation has been updated to address this.

Q27: Are the numbers listed on the bid sheet estimates per year?

A27: Yes, these are annual estimated amounts.

Q28: Are the items in Section I of the Bid Sheet the graphic material only?

A28: Section I is the decals or materials only. All labor is included in Section II.

Q29: Installation and removal are different and require different times can we breaking out installation from removal?

A29: Please See Attachment A- Bid Sheet- UPDATED as we have modified lines in Section II.

Q30: Do you feel you are underestimating the hours for installing and removal? The time to clean vehicle, take off emblems, etc. would increase the hours for each of these lines.

A30: Please See Attachment A- Bid Sheet- UPDATED as we have modified lines in Section II.

Q31: Line item # 5 currently covers both the logo and the door banner, can we separate those out?


A31: Please See Attachment A- Bid Sheet- UPDATED, these lines have been broken out into separate lines.

III. Additional Information: Please see the attached additional information.

- A. Item 10. Materials Specifications/ Descriptive Literature has been added to Part III Supplemental Terms and Conditions.
- B. Part IV Scope of Work item 7.D-E. has been added.
- C. Part IV Scope of Work Item 8.E. has been added.
- D. Photographs of City's Bay work area are included.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


APPROVED BY:

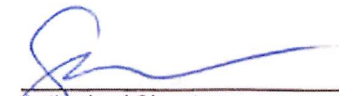

Amanda Crowell, Purchaser
Purchasing Office, 512-218-5458

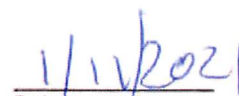
12/21/2020

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


Date

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

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 21-001

Addendum No: 3

Date of Addendum: 1/5/2021

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

I. Clarifications:

- A. The City has updated the following items of the solicitation document, 1.1 IFB 21-001 Vehicle Graphic Wrap Services- UPDATED2:
 - i. Page numbers in Part I, Item 3 of the solicitation document have been updated.
 - ii. Solicitation dates listed under Part I, Item 5 reflect the most current due dates.
 - iii. Part IV, Item 4.A. includes the addition of perforated vinyl and appropriate requirements to the list of materials.
- B. The City has updated lines 11-14 on 1.1 Attachment A- Bid Sheet- UPDATED2 to add perforated vinyl to the list of materials.

II. Questions:

Q1. On page 2, Part I Section 5 Schedule of Events: Please confirm the dates outlined in Addendum No. 1 issued 12/11/2020 are to be used rather than what is still shown in the "1.1 IFB 21-001 Vehicle Graphic Wrap Services- UPDATED" document.

A1. The City has updated the dates listed under Part I, Item 5 of the solicitation document to reflect the most current due dates.

Q2. On Attachment A – Bid Sheet, Section 1 can we add an additional row under materials for "Perforated window vinyl"? This is a significantly different material in terms of cost and is not otherwise captured in the other line items on the Bid Sheet. At the pre-bid conference, we saw it use on the Round Rock Police Crime Scene van windows.

A2. The City requests this material for use on the crime scene unit(s) and Parks and Recreation buses among other vehicles. Lines 11-14 on Attachment A- Bid Sheet- UPDATED2 and Part IV, Item 4.A. of the solicitation document have been updated to reflect this need.

Q3. There was a different type of vehicle shown for the Round Rock Police Crime Scene- a Ford E150 passenger van, with considerable graphics on it. Please verify that if we were instructed to bid on a new wrap for this vehicle, it would fall under the prices bid on lines 7-10 of the Bid Sheet for price/ft² for appropriate materials, since there is not a vehicle category for this.

A3. Please use lines 7-11 on attachment A Bid Sheet for pricing of appropriate wrap materials.

Q4. On page 10, Part IV Paragraph 4A: We'd recommend a minor clarification of correct manufacturer for the 1080/2080 material.

A4. The line in the solicitation has been updated to appropriately link 3M with 1080/2080.

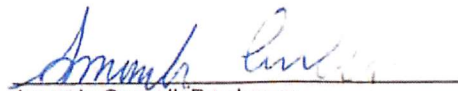
Q5. Attachment A – Bid Sheet, Section 1, Line 8: I recommend inserting "3M" prior to "1080/2080" as these are 3M materials.

A5. The lines in the bid sheet have been updated to appropriately link 3M with 1080/2080.

Exhibit "A"

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

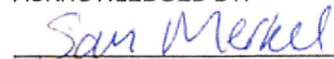
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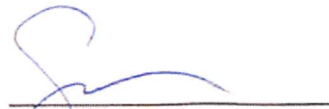

Amanda Crowell, Purchaser
Purchasing Office, 512-218-5458

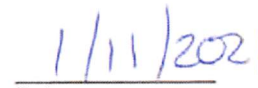
1/5/2021

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


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.