

**INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE
PURCHASING BY AND BETWEEN THE
CITY OF BASTROP, TEXAS AND
THE CITY OF ROUND ROCK,
TEXAS**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of **Bastrop, Texas** and the City of **Round Rock, Texas** (hereinafter referred to as the “Local Governments” or the “Parties,” each individually a “Party”), acting by and through their respective authorized signatories pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101 of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services, or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services, or equipment; and

WHEREAS, pursuant to Chapter 252 and Chapter 271 of the Texas Local Government Code, the City of Round Rock, Texas has successfully procured services for autobody repairs with Auto Dent Quality, Inc. through a competitive bidding process in which a Request for Proposal (“RFP”) was issued; and

WHEREAS, the contract between the City of Round Rock and Auto Dent Quality as well as the RFP used to procure the contract is attached and incorporated herein as Exhibit A; and

WHEREAS, the Local Governments desire to enter into a cooperative purchasing program which will allow the Local Governments to purchase materials, supplies, goods, services, or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Local Governments are of the opinion that cooperation in the purchasing of equipment, supplies, services, and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

WHEREAS, the Parties Both parties acknowledge that they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties for the purchase of autobody and paintless dent repair services to be performed on various City-owned vehicles on a directed as-needed basis, and for related goods and services, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services, or equipment related to the repair services, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

ARTICLE II TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement (“Effective Date”). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

Either Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Local Government. Withdrawal of one Party to this

Agreement does not affect the validity of this Agreement as to the remaining Parties.

ARTICLE IV PURCHASING

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

ARTICLE V SCOPE; PARTICIPATION

The Parties agree that any vendor offer of materials, supplies, goods, services, or equipment related to repair services to any Party to this Agreement shall be considered an offer to all Parties to this Agreement.

The City of Round Rock, Texas has successfully procured a contract with Auto Dent Quality, Inc through a competitive bidding process where a Request for Proposal ("RFP") was issued. A copy of the contract and RFP are attached and incorporated herein as Exhibit A. The Parties hereby agree that this Agreement shall serve as cooperative purchasing program that satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services

Any vendor making a solicitation regarding goods and/or services shall be notified by the Party seeking the solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All Parties indicate their understanding, and all Parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently negotiated "piggyback" procurements of another Party to this Agreement.

ARTICLE VI CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements,

contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum, or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

ARTICLE VII FISCAL FUNDING

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Each Party is acting independently; neither is an agent, servant, or employee of the other Party.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery, or by electronic mail, or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement and execution of the Parties.

D. Severability: In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law and Venue: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Liability Coverage: Each Party shall, at its sole cost, provide liability coverage for itself covering its own activities and duties set forth herein. Neither Party is obligated under this Agreement to indemnify or defend the other Party.

I. Hold Harmless: The Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.

J. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[Signatures on the following page.]

EXECUTED on this the 23rd day of the month of July, 2024.

CITY OF BASTROP, TEXAS

By: _____
Sylvia Carrillo-Treviño, City Manager

Date Signed: _____

Address for Notice:
1311 Chestnut Street
Bastrop, Texas 78602

ATTEST:

By: _____
Ann Franklin, City Secretary

EXECUTED on this the _____ day of the month of _____, 2024.

CITY OF ROUND ROCK, TEXAS

By: _____
Laurie Hadley, City Manager

Date Signed: _____

Address for Notice:
221 East Main Street
Round Rock, Texas 78664

ATTEST:

By: _____
Meagan Spinks, City Clerk

EXHIBIT A

**Auto Dent Quality, Inc Contract and
Request For Proposal**

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND AUTO DENT QUALITY, INC.
FOR THE PURCHASE OF
AUTOBODY AND PAINLESS DENT REPAIR SERVICES**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement for the purchase of autobody and painless dent repair services to be performed on various City-owned vehicles 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 _____, 2024, 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 AUTO DENT QUALITY, INC., whose address is 2316 West Pecan Street, Pflugerville, Texas 78660, referred to herein as “Services Provider.” 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 autobody and painless dent repair services (herein “Goods and Services”) to be performed on various City-owned vehicles on a directed as-needed basis, and associated goods and services; and

WHEREAS, City has issued its Request for Proposal (“RFP”) for the provision of said Goods and Services and City has determined that the Proposal submitted by Services Provider, in combination with proposals from other providers, offers 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:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Services Provider and whereby City agrees to pay for the Goods and Services and Services Provider is obligated to provide same. The Agreement includes the following: (a) City’s Request for Proposal designated

Solicitation Number 24-017 (the “RFP), (b) Cost Proposal Sheet; (c) and any exhibits, addenda, and/or amendments thereto, all attached hereto as Exhibit A. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Service Provider’s Proposal;
- (3) City’s RFP, exhibits, and attachments.

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

C. **Effective Date** means the date set out above in the introductory paragraph above.

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 autobody repair services and paintless dent repair services described in PART IV of the RFP and all other specified services, supplies, materials, commodities, or equipment described in the RFP.

F. **Services Provider** means Auto Dent Quality, Inc., or any of its successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for 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 Goods and Services as outlined in RFP Solicitation Number 24-017; and Proposal submitted by Services Provider, all as specified in Exhibit “A.” The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

The Goods and Services which are the subject matter of this Agreement are described in the RFP and 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 MULTIPLE PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of multiple providers ("multiple providers") of the Goods and Services. Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use any of the multiple providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.0 ITEMS AWARDED

Only if, as, and when needed by City, Goods and Services will be requested from the Services Provider in accordance with this Agreement and Exhibit "A."

6.0 COSTS

Services Provider 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 **\$2,500,000** for Service Provider's services combined with the other providers' services for the term of this Agreement.

7.0 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 Goods and Services received; and
- D. Delivery dates.

8.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

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

9.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services. City may affect such termination by giving Services Provider written notice of termination.

10.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods 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). This Prompt Payment Policy does not apply to late 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 causes the payment to be late; or
- B. 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
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.0 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without incurring any 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.

12.0 TAXES

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

13.0 ORDERS PLACED WITH ALTERNATE PROVIDERS

City reserves the right and option to obtain same from another source or other service provider(s).

14.0 INSURANCE

Services Provider shall meet all City insurance requirements set forth in the RFP and on the City's website at:

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

15.0 CITY'S REPRESENTATIVE

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

Richard Bolton
General Services Department
City of Round Rock
(512) 218-7082
rbolton@roundrocktexas.gov

16.0 RIGHT TO ASSURANCE

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

17.0 DEFAULT

If Services Provider abandons or defaults hereunder and is a cause of City purchasing the specified services 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 hereunder;
- C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days’ written notice to 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, 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 Services Provider, Services Provider 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, Services Provider shall submit a statement showing in detail the goods and services satisfactorily performed hereunder 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.

19.0 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.

20.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

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

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

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

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.0 ASSIGNMENT AND DELEGATION

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

22.0 NOTICES

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

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

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

Notice to Services Provider:

Auto Dent Quality, Inc.
2316 West Pecan Street
Pflugerville, TX 78660

Notice to City:

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

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

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

24.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, 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.

25.0 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.

26.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this

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

27.0 MISCELLANEOUS PROVISIONS

A. **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.

B. **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 Service 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.

C. **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.

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

[Signatures on the following page.]

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

City of Round Rock, Texas

Auto Dent Quality, Inc.

By: _____
Craig Morgan, Mayor

By: _____
Printed Name: _____

Date Signed: _____

Title: _____
Date Signed: _____

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



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

REQUEST FOR PROPOSAL (RFP)

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

SOLICITATION NUMBER 24-017-UPDATED

FEBRUARY 2024

Exhibit "A"

City of Round Rock
Autobody and/or Paintless Dent Repair Services
RFP No. 24-017-UPDATED
Commodity Code: 928-19
February 2024

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

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after “the City” seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City’s fleet which ranges in size from small cars and pickup trucks to heavy equipment.

The City of Round Rock has a fleet of 475 light vehicles, including sedans, SUVs, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV’s, 56 trailers, and 214 pieces of construction and agricultural equipment that may occasionally suffer from surface damages due to accidents or weather events.

Respondents may submit proposals for either Autobody Services OR Paintless Dent Repair Services OR Both. The City intends to multi-award this contract. An anticipated total contract award will be made by the City in an amount not to exceed \$ 500,000 per year for all awarded vendors. For a total contract not to exceed the amount of \$2,500,000.

Please note: A Respondent’s inability to provide a proposal for any of the above services does not preclude that respondent from being selected. Respondents are encouraged to respond for those services where they are competitive.

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

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-12
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 13-15
Attachment A-Proposal Submittal Form	Separate Attachment
Attachment B – Reference Sheet	Separate Attachment
Attachment C– Subcontractor Information Form	Separate Attachment
Attachment D – Cost Proposal Sheet Autobody Services	Separate Attachment
Attachment E- Cost Proposal Paintless Dent Repair Services	Separate Attachment

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

EVENT	DATE
Solicitation released	February 7,2024
Optional Pre-Proposal meeting	February 21, 2024 @9:00AM, CST
Deadline for submission of questions	February 29 ,2024 @ 5:00 PM, CST

Exhibit "A"

City of Round Rock
Autobody and/or Paintless Dent Repair Services
RFP No. 24-017-**UPDATED**
Commodity Code: 928-19
February 2024

City responses to questions or addendums	Approximately March 4, 20232024 @ 5:00 PM, CST
Deadline for submission of responses	March 14,2024 @ 3:00 PM, CST

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

<https://roundrocktexas.bonfirehub.com>

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

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I, Section 3- Schedule of Events.
 - A. Attendance at the pre-proposal meeting/site visit is optional. Respondents shall sign in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall be held at:
**City Council Chambers
221 East Main Street
Round Rock, Texas 78661**
 - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time

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an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

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All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS, AND INSURANCE REQUIREMENTS

- 1. DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
- 2. INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>
- 3. ADDITIONAL INSURANCE REQUIREMENTS:** The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles. The policy shall include these endorsements in favor of the City of Round Rock: a) Waiver of Subrogation b) Thirty (30) days Notice of Cancellation c) The City of Round Rock listed as an additional insured.

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing autobody and/or paintless dent repair services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
 - D. Have their working repair location within **30 miles** of City of Round Rock fleet facilities which are located at:

City of Round Rock Vehicle Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
 - E. All work that is to be subcontracted must be approved by the City prior to work beginning
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.

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C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

5. WORKFORCE: Successful Respondent shall:

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

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

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 15%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

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

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

B. **Procedure to Request Increase:**

- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

8. ACCEPTANCE/INSPECTION: Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

9. PERFORMANCE REVIEW: The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

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- 10. 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.
- 11. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.

12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

A. **Contractor's Point of Contact (POC):** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. **The City's designated representative:** The City's designated representative shall be:

Marshall Reynolds
General Services Fleet Maintenance
Phone: (512) 218-5571
E-mail: mreynolds@roundrocktexas.gov

Do not contact the individual listed above with questions or comments during the course of the solicitation.

13. INTERLOCAL PURCHASING AGREEMENTS:

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
- B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

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PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City's fleet which ranges in size from small cars and pickup trucks to heavy equipment.

The City of Round Rock has a fleet of 475 light vehicles including sedans, SUV's, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV's, 56 trailers, and 214 pieces of construction and agricultural equipment that on occasion may suffer from surface damages due to accidents or weather.

2. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.

- A. The City shall be provided with the designated person's name and telephone number.
- B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
- C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
- D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.

3. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

4. **RESPONSE TIME:** Response times shall be as follows:

Non-Emergency Service Calls: “Non-emergency services” are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:

- A. Respond and provide a written estimate for non-emergency service calls within two (2) business days and begin work within five (5) days of the original request provided a PO is issued to the Contractor.
- B. Services will be performed during normal operation hours which are 7:00AM-6:00PM, Monday-Friday.

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

- A. The Contractor shall-
 - i. Inspect the car frame for structural damage and assess repairability on all damaged areas including but not limited to windshields, doors, tires, frame, and/or the body of the car.
 - ii. Provide a written estimate to the City's designated representative within two business days of pick up. Repair work shall not commence until the Contractor has received a City-issued purchase order number. The City reserves the right to request photos for any estimate before approval of work to begin.
 - iii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays to this completion time must be communicated to the City's point of contact on a weekly basis.
 - iv. Conduct approved repairs to or replacement of body damage and restore vehicle to original condition and finish.
 - v. Paint and/or use blending techniques to match existing color.

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- vi. Complete quality control inspections of all vehicles after completion of repairs for conformance to the original manufacturer's standards and configuration before returning the vehicles to the City.
- vii. Inform the City of the damage and gain approval to correct the damage before proceeding with repairs.

B. Facility Requirements: The Contractor shall-

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

C. Parts and Materials:

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

D. Warranty: Successful Respondent shall provide at minimum five (5) years warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

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

- i. The City requires the Contractor to arrange for pickup or towing of the vehicle(s) requested for repair.
- ii. The City's pickup and delivery location is:

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

The City will be responsible for obtaining wrecker services for vehicles from the scene of a collision or in situations where the vehicle is not able to be driven safely to the City of Round Rock Vehicle Maintenance.

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

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- 6. PAINTLESS DENT REPAIR SERVICES:** These services are listed under Section III of Attachment D- Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet, the City will assume you do not intend to provide these services in the resulting contract.
- A. Contractor Responsibilities:** The Contractor shall-
- i. Provide a written estimate to the City's designated representative within two days. Repair work shall not commence until the Contractor has received a City-issued purchase order number.
 - ii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays in this completion must be communicated with the City's point of contact on a weekly basis
 - iii. If, after an initial assessment, it is determined that repairs cannot be made without damaging the paint the Contractor must discuss options with City POC.
 - iv. Make recommendations for repair options to City POC if work can be completed with a different product or treatment. These options must be approved prior to work starting.
 - v. Inform department if a repair may cause any structural issues like "oil-canning" after work is complete.
 - vi. Vehicle will be finished to original manufactured conditions including clear coat.
 - vii. Contractor must quality-inspect all vehicles after completion of repairs for conformance before returning the vehicles to the City.
 - viii. All work must be completed without cracking or scratching the paint.
 - ix. The Contractor shall inform the City of the damage and gain approval to correct the damage before proceeding with repairs.
- B. Warranty:** Successful Respondent shall provide at minimum one (1) year warranty on all workmanship. All warranty work shall be completed within five (5) working days from notice of defect.
- 7. ESTIMATES:** It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until an estimate has been approved and a purchase order sent to the Contractor for repair work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.
- Each written estimate shall include the following information:
- A. Vehicle Identification Number (VIN) of Vehicle
 - B. Department name and location of the project
 - C. Contractor's designated contact name and telephone number
 - D. Breakdown of labor costs (number of workers, hours worked, hourly rate)
 - E. Materials (detailed description, quantity, unit price, and extended price amounts)
 - F. Total cost (labor and materials)
 - G. Description specifying work to be done
 - H. Time projected to complete the project
 - I. The City reserves the right to request photos for any estimate before approving the work
- 8. INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice, including:
- A. The total hours worked and hourly labor rate.
 - B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. As indicated in the cost proposal sheet, a maximum percentage markup will be allowed for material. Invoices shall have attached a copy of paid materials receipt from the supplier.
 - C. The associated VIN.
- 9. CITY'S RESPONSIBILITIES:** The City will-
- A. The City does not have a repair estimator on staff.
 - B. Provide the Contractor with a complete and accurate project overview with the request for estimate.

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

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PART V PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- Attachment A-Proposal Submittal Form
 - Attachment B- Reference Sheet
 - Attachment C- Subcontractor Form (if applicable)
 - Attachment D- Cost Proposal Sheet-Autobody Services
 - Attachment E-Cost Proposal Sheet – Paintless Dent Repair Services
 - Organizations- PDR Matrix (if applicable)
 - Acknowledged Addenda (if applicable)
 - Segment requirements listed below.
 - A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
 - List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
3. **EVALUATION CRITERIA:** The intent of the City is to award to one or more Respondents in accordance with the Evaluation Criteria Below:
 - A. Segment 1 – Respondent's Solution, Approach, & Timeline
 - i. System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - ii. Program Approach and Timeline: Describe your technical plan for accomplishing required work and the estimated timeline for a project. Specifically indicate:
 - 1) A statement defining your understanding of the scope of work.
 - 2) Detailed steps you will take in proceeding from receiving a request for repair to completion of repair and return of vehicle to the City.
 - 3) A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state their compliance with terms of this Request for Proposal (RFP) or clearly document any exceptions.
 - 4) Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight.
 - B. Segment 2 – Company Work Experience and Personnel
 - i. Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following:
 - a) Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will

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perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

b) **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

ii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

iii. Contractors' past performance with the City may be evaluated.

iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

B. **Segment 3 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

i. **Manpower.** Itemize to show the following for each category of personnel with separate hourly rate.

a) Manpower- hourly rates

b) Percent over cost of supplies and materials (not to exceed 15%)

c) Towing Expenses- list your **flat rate fee** for towing on Attachment D- Cost Proposal Worksheet, Section V. **No alternative or fluctuating tow rate schedule will be considered.**

ii. Total (not to exceed) Cost

iii. **Organizational PDR Matrix.(If applicable) - This section will not be evaluated under Cost but will become part of the contract.**

4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal *best meets the requirements and provides the best overall value to the City.*

A. Evaluation Criteria:

Weights:

- | | |
|---|---------------|
| • Respondent's Solution, Approach, & Timeline (Segment 1) | 35 pts |
| • Company Work Experience and Personnel (Segment 2) | 35 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>30 pts</u> |

Maximum Weight:

100 pts

B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

Exhibit "A"

City of Round Rock
Autobody and/or Paintless Dent Repair Services
RFP No. 24-017-**UPDATED**
Commodity Code: 928-19
February 2024

- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

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

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

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

Exhibit "A"

Attachment D- Cost Proposal Worksheet Autobody and/or Paintless Dent Repair Services

RFP 24 017

For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the quantities indicated below. . **An anticipated total contract award will be made by the City in an amount not to exceed \$1,000,000 per year for all awarded vendors. For a total contract not to exceed amount of \$5,000,000.**

Section I: Labor for Autobody Repair Services (Optional)

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Hourly Labor/Shop Rate Body Repair Shop Services	400	Hour	\$60.00	\$24,000.00
2	Hourly Labor/Shop Rate Painting Services	400	Hour	\$60.00	\$24,000.00
3	Hourly Labor/Shop Rate Structural Repair Services	400	Hour	\$95.00	\$38,000.00
4	Hourly Labor/Shop Rate Related Mechanical Repair Services	400	Hour	\$105.00	\$42,000.00
Total Annual Amount:					\$128,000.00

Section II: Autobody Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)

Percent Markup over Cost for Autobody Repair Materials	Percentage Markup	12%
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Section III: Labor for Paintless Dent Repair Services (Optional)

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
5	Pea Size Dent Repair (1-5 Dents)	200	each	\$25.00	\$5,000.00
5A	Pea Size Dent Repair (5-10 Dents)	50	each	\$23.00	\$1,150.00
5B	Pea Size Dent Repair (10+ Dents)	50	each	\$21.00	\$1,050.00
6	Nickel Size Dent Repair (1-5 Dents)	200	each	\$26.00	\$5,200.00
6A	Nickel Size Dent Repair (5-10 Dents)	50	each	\$24.00	\$1,200.00
6B	Nickel Size Dent Repair (10+ Dents)	50	each	\$22.00	\$1,100.00
7	Quarter Size Dent Repair (1-5 Dents)	200	each	\$35.00	\$7,000.00
7A	Quarter Size Dent Repair (5-10 Dents)	50	each	\$33.00	\$1,650.00
7B	Quarter Size Dent Repair (10+ Dents)	50	each	\$31.00	\$1,550.00
8	Half Dollar Size Dent Repair (1-5 Dents)	200	each	\$50.00	\$10,000.00
8A	Half Dollar Size Dent Repair (5-10 Dents)	50	each	\$47.00	\$2,350.00
8B	Half Dollar Size Dent Repair (10+ Dents)	50	each	\$45.00	\$2,250.00
9	Removal and Installation (R&I)	300	hour	\$60.00	\$18,000.00
Total Annual Amount:					\$57,500.00

Section IV: Paintless Dent Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)

Percent Markup over Cost for Paintless Dent Repair Materials	Percentage Markup	10%
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Exhibit "A"

Attachment E- Cost Proposal Worksheet Paintless Dent Repair Services Autobody and/or Paintless Dent Repair Services

RFP 24 017 **UPDATED**

For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the quantities indicated below. . **The City intends to multi-award this contract. An anticipated total contract award will be made by the City in an amount not to exceed \$ 500,000 per year for all awarded vendors. For a total contract not to exceed the amount of \$2,500,000.**

Section I Paintless Dent Repair Hourly Rates (Optional)

1	Hourly Labor/Shop Rate Body Labor	400	Hour	\$60.00	\$24,000.00
2	Hourly Labor/Shop Rate Paint Labor	400	Hour	\$60.00	\$24,000.00
3	Hourly Labor/Shop Rate Mechanical Labor	400	Hour	\$95.00	\$38,000.00
Total Amount					\$86,000.00

Section II: Paintless Dent Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)

Percent Markup over Cost for Paintless Dent Repair Materials	Percentage Markup	10%
Percent Markup for Aluminum work	Percentage Markup	15%

Section V: Towing (this must be a flat rate- No alternative or fluctuating tow rate schedule will be considered by the City)

10	Towing Fee	250	each	\$185.00	\$46,250.00
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