

## LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the **City of Killeen** (referred to herein as “City”) and **NMCB Inc** (referred to herein as “Contractor”), collectively the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide service for removal of existing wallpaper, wall preparation, and painting of ballroom A, B, & C at the Killeen Civic & Conference Center as outlined in Attachment A, Bid 24-43, Interior Wall Renovations for KCCC Ballrooms and Attachment B, CentraPro Painters Proposal, signed 6/11/2024.

Term of Agreement. This Agreement shall commence on the dates below.

Ballroom A - September 8<sup>th</sup> – 12<sup>th</sup>, 2024

Ballroom B - September 26<sup>th</sup> – 30<sup>th</sup>, 2024

Ballroom C - October 7<sup>th</sup> – 23<sup>rd</sup>, 2024

25% down job start payment at the beginning of each segment and will collect the rest after each segment is completed. Total cost of project is \$112,003.31 at outlined in Attached B.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws: Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker’s Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.


SIGNED, ACCEPTED AND AGREED TO this 7 day of August 20 24, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

\_\_\_\_\_  
City Manager  
City of Killeen

Contractor

NMCB, Inc.



Printed:

Gregg A. Wilde

Title:

President

# INVITATION FOR BID

24-43

## INTERIOR WALL RENOVATIONS FOR KCCC BALLROOMS

City of Killeen  
802 N 2nd St  
Killeen, TX 76541



RELEASE DATE: July 15, 2024

DEADLINE FOR QUESTIONS: July 25, 2024

RESPONSE DEADLINE: July 30, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/killeentexas>

City of Killeen  
INVITATION FOR BID  
Interior Wall Renovations for KCCC Ballrooms

- I. Notice to Bidders .....
- II. Information and Instructions to Bidders .....
- III. City of Killeen General Terms and Conditions .....
- IV. Scope of Work .....
- V. Bid Form .....
- VI. Vendor Questionnaire.....

Attachments:

A - KCCC Interior Painting Ballroom

## 1. Notice to Bidders

BID NO. 24-43

Interior Wall Renovations for KCCC Ballrooms

CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for Interior Wall Renovations for KCCC Ballrooms electronically through the City's OpenGov e-bidding site or addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, Texas 76541, until 2:00 pm on Tuesday, July 30, 2024. Mailed bid submissions must be plainly marked with the name and address of the bidder and "BID NO. 24-43, Interior Wall Renovations for KCCC Ballrooms, 2:00 pm on Tuesday, July 30, 2024".

Submittals received after the closing time will be returned unopened.

Vendors may register and submit bids electronically at <https://procurement.opengov.com/login>.

Bids will be opened and read aloud through Zoom online video conferencing fifteen (15) minutes after the 2:00 pm on Tuesday, July 30, 2024; Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

<https://us02web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09>

Call: 1-346-248-7799

Meeting ID: 339 788 7656

Password: 04142020

Bid questions will be accepted on the OpenGov E-Bidding site (<https://procurement.opengov.com/login>), through Thursday, July 25, 2024, at 2:00 pm. Questions will be answered in the form of an addendum and posted on the [OpenGov E-Bidding site](#). It is the bidder's/proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<https://www.killeentexas.gov/414/Purchasing>), Demand Star (<http://www.demandstar.com/>), ESBD (<http://www.txsmartbuy.com>), and OpenGov E-Procurement Portal (<https://procurement.opengov.com/login>).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano

Director of Procurement and Contract Management

## 2. Information and Instructions to Bidders

### 2.1. Preparation of Bids:

This is your notice that sealed bids for Interior Wall Renovations for KCCC Ballrooms are subject to the Terms and Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (known as the bid packet), will be received electronically through the City's OpenGov e-bidding site or addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, TX, 76541, until the hour of 2:00 pm., Tuesday, July 30, 2024. At exactly 15 minutes after the closing time, the bids will be opened and read aloud in the Purchasing Office via Zoom online video conferencing. The general public will not be allowed inside the facility. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by electronic mail or by facsimile (fax) will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, **one (1) original, signed, and initialed in ink (not pencil), and one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline.** All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers, and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all project/service prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: 24-43, Interior Wall Renovations for KCCC Ballrooms. All bidder submissions shall also have the bidders name with contact information marked on the outside of the envelope.

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the OpenGov e-bidding site prior to 2:00 pm on Thursday, July 25, 2024. All responses to the questions will be posted the City's OpenGov e-bidding site in addendum format. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the Director of Procurement and Contract Management.

## 2.2. Pricing:

Any price increase due to change orders from initial scope of work shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase, prior to sixty (60) days before the additional work is performed. If the bidder fails to give timely notice, prices may not be increased. The aggregate service price increase shall be limited to ten percent (10%) for any contract period extension. The successful bidder may offer price decreases of any type at any time.

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

**Any request in price change with supporting documentation shall be sent to the following address only:**

**City of Killeen**

**Attn: Purchasing Department**

**802 N 2nd Street**

**Building E, 2nd Floor**

**Killeen, TX 76541**

**Or**

**Email: [Purchasing@KilleenTexas.gov](mailto:Purchasing@KilleenTexas.gov)**

On the outside of the envelope or subject line of the email, please write **“Price Change Notification 24-43”**

## 2.3. Responses/Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

## 2.4. No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this solicitation does not compel the City of Killeen to purchase.

## 2.5. Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this solicitation.



## 2.6. Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to [LLuciano@KilleenTexas.gov](mailto:LLuciano@KilleenTexas.gov). Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening. The City reserves the right to withdraw this Invitation for Bid for any reason.

## 2.7. Bidding Error:

The City of Killeen will not be liable for any errors in any bidders bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, the bidder will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. The City will decide within ten (10) business days of receipt of the written response and notify the bidder of the outcome.

## 2.8. Single Bid Response:

A single response to this solicitation may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

## 2.9. Award of Bid

The City will award the bid, if any, in a manner described in section 3.10 of the General Terms and Conditions. The anticipated date of the notice of award is **September 03, 2024**

## 2.10. Samples:

Brands and part numbers, where listed, are used for specification references only, unless otherwise stated, and are not intended to limit consideration of an approved equal. Descriptive information and/or a sample may be requested and shall be provided at no cost to the City to determine equality of substituted products.

## 2.11. Equal Clause:

Whenever an article or material is defined by describing a proprietary type product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific item mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design, and efficiency.

### 2.12. Specifications:

Any reference to model/make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless indicated by stating no substitutions allowed. The bidder shall note in writing any deviations from the specifications and shall submit those changed specifications as alternates.

### 2.13. City of Killeen Rights:

The City of Killeen reserves the right to accept or reject any and all bids, to award the contract for any items as it may appear advantageous to the City, and to waive any informalities or irregularities in the process.

### 2.14. Estimated Quantities:

Quantities listed are estimates and the City may increase or decrease the number of items needed. These estimated quantities shall not be construed as a minimum or a maximum quantity that the City of Killeen may need.

### 2.15. Minimum Qualifications:

Bidders must have a minimum of two years of continuous operation in providing requested services.

### 2.16. Responsibilities of Vendors and Manufacturers:

The responsibility for compliance with these specifications shall lie with the vendors and the manufacturers. Vendors and/or manufacturers are expected to provide prompt service that is due under warranty.

Prices in the Bid Packet may not be withdrawn during the contract period. In the event of non-compliance, the City of Killeen reserves the right to purchase elsewhere and charge the difference in price to the contracted vendor.

### 2.17. Payment:

The City shall be billed only for the services awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment will be made within 30 days of receipt of an accurate invoice unless the bidder has provided discount payment terms such as 2% 15 net 30 days. No down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the City of Killeen, Attn: Purchasing, P.O. Box 1329, Killeen, TX 76540.

Bidders shall list any rebate opportunities they choose to provide the City in a section clearly labeled at the end of their bid submission.

### 2.18. Service/Delivery Information:

No charge, in addition to the contract price, shall be made by the vendor for delivering, placing, or invoicing materials.

All delivery and freight charges shall be included in the bid price (FOB destination, freight prepaid and allowed only). No additional fees shall be allowed.

Deliveries/Pickups shall be made to a City of Killeen office. Delivery can be scheduled Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. Central Standard Time, except holidays as noted below:

### 2.19. Holidays:

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

The department shall have the ability to schedule the best date and time of the week for their deliveries.

***Any exceptions to this delivery arrangement will be discussed by the City prior to bid award.***

### 2.20. Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission.

### 2.21. Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.

### 2.22. Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

### 3. City of Killeen General Terms and Conditions

In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable. The terms “bid” and “proposal” are synonymous, as are the terms “contract,” “agreement” and “purchase order.” The terms “Bidder,” “Proposer,” “Supplier” and “Contractor” are also used interchangeably, and each shall apply to the business entity which submits a bid / proposal or is awarded a contract.

#### 3.1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- A. Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- B. Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

#### 3.2. Preparation of Bid

Bid will be prepared in accordance with the following:

- A. All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- B. Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- C. Alternate Bids will not be considered unless authorized by the City within the specifications.
- D. Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- E. The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder’s Subcontractors to take advantage of the City’s exemption and to obtain such

exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

### 3.3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise, they will be required to furnish the item as specified.

### 3.4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
  - Indemnify a vendor
- A. Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- B. Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- C. All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

**Electronically submit bids to OpenGov E-Bidding Site: (<https://procurement.opengov.com/login>)**

OR

Delivery Address:

City of Killeen

Attn: Purchasing Division

802 N 2nd Street, Building E, 2nd Floor

Killeen, TX 76541

### 3.5. Rejection of Bid

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if
2. The Bid does not strictly conform to law or the requirements of the Bid, or if
3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 3.5(a) 3 above.

### 3.6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, mailed or hand delivered bids require a written request signed by an authorized representative of the bidder and emailed to the Director of Procurement and Contract Management at [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov). Bids submitted on the [City's eProcurement Portal](#) can be withdrawn on the [City's eProcurement Portal](#). All bids shall be valid for a period of ninety (90) days after the bid opening. The City reserves the right to withdraw this Invitation for Bid for any reason.

### 3.7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

### 3.8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

### 3.9. Discounts

- A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

### 3.10. Award of the Contract

(a) The contract will be awarded to the lowest responsible bidder or if applicable, the responsible bidder who provides goods or services at the most advantageous value for the municipality. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to perform all obligations of the Contract fully and reliably, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- Falsification of information provided in bid response;
- Non-observance of safety requirements;
- Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- Substantial failure to adhere to contractually agreed-upon schedules; and
- Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- Unit price
- Total Bid price
- Terms and discounts
- Delivery date
- Product warranty
- Special needs and requirements of City
- Past experience with product/service
- City's evaluation of the bidder's ability, financial strength, and ethical standards
- Quality of the bidder's goods or services
- The extent to which the goods or services meet the municipality's needs
- Bidder's past performance



- Demurrage charges, freight costs and mileage
- Estimated costs of supplies, maintenance, etc.
- Estimated surplus value, life expectancy
- Results of testing samples
- Conformity to specifications
- Training requirements, location, etc.
- Location of maintenance facility/service person; ability to provide for minimum down time
- The total long-term cost to the municipality to acquire the bidder's goods or services
- Reputation of bidder and of bidder goods and services

(b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 3.5 (a) 3 above.

(c) A written award of acceptance mailed or otherwise furnished to the successful Bidder(s) will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.

(d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Chapter 271.901 of the Texas Local Government Code.

(f) As stated in Section 271.905 (b) of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bids from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

(g) As stated in Section 271.9051 (b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bids from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing

body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

(h) The city reserves the right to purchase from the next most responsible bidder for failure to provide specified material at time of order or if materials are not available at time specified.

### 3.11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions 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 proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

### 3.12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

### 3.13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City’s current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

(a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary funds to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City’s governing body for each fiscal year; provided, that City’s governing body retains authority to approve or reject any such budget

request. All rent payments shall be payable out of the general funds of the City or out of other funds legally appropriated, therefore. Lessor agrees that no lease will be a general obligation of the City and no lease shall constitute a pledge of either the full faith and credit of the City or the taxing power of the City.

(b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) the City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by the City's governing body; (2) on the return date, the City shall return to Lessor all of the equipment covered by the affected lease, at the City's sole expense; (3) the affected lease shall terminate on the return date without penalty to the City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

### 3.14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered, or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. The City reserves the right to award a cancelled contract to the next best offeror as it deems to be in the best interest of the City.

### 3.15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

### 3.16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An

explanation of the requirements of Chapter 176 and complete text of the new law are available at:  
<https://www.ethics.state.tx.us/forms/conflict/>.

### 3.17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity, or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

### 3.18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

### 3.19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

### 3.20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

### 3.21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

#### A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

#### Bodily Injury

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

#### Property Damage Insurance

- (1) Each Occurrence - \$1,000,000

(2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

(1) Each Person - \$500,000

(2) Each Accident - \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

### 3.22. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016.

Successful bidders must process the electronic filing application located on the Texas Ethics Commission website: <https://www.ethics.state.tx.us/filinginfo/1295/>.

A certified copy of the Certificate of Interested Parties Form 1295 must be provided to the City of Killeen prior to City Council approval of the Bid award.

### 3.23. Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

### 3.24. Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

### 3.25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not

discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

## 4. Scope of Work

### 4.1. Wallpaper Removal

Remove all existing wallpaper from the specified areas.

Ensure complete removal of all adhesive residues to prepare surfaces for further treatment.

Dispose of removed wallpaper and any debris in compliance with local regulations. – KCCC will provide the dumpster

### 4.2. Wall Patching and Repair

Inspect walls for any damage or imperfections after wallpaper removal.

Patch and repair all holes, cracks, and imperfections to create a smooth surface.

Allow sufficient drying time for repairs before proceeding to the next step.

### 4.3. Wall Texturing

Apply a uniform texture to the walls as specified (KCCC Would like orange peel).

Ensure consistency in texture application across all treated surfaces.

Allow the texture to dry completely before painting.

### 4.4. Priming

Apply a primer coat to all textured and repaired surfaces to ensure proper paint adhesion.

Allow the primer to dry according to the manufacturer's instructions before applying paint.

### 4.5. Painting (Two Coats)

Apply the first coat of high-quality paint to all primed surfaces.

Allow sufficient drying time as per the paint manufacturer's guidelines.

Apply a second coat of paint to ensure even coverage and desired finish.

Ensure that the final appearance is free from streaks, drips, and uneven areas.

### 4.6. Final Inspection and Cleanup

Conduct a thorough inspection of all painted areas to ensure quality and consistency.

Touch up any missed or uneven spots as necessary.

Clean up all work areas, removing any paint splatters, masking tape, and other materials used during the process.

Dispose of all waste and materials responsibly.

#### 4.7. Additional Requirements

Provide a detailed timeline for each phase of the project.

Ensure all work is carried out in compliance with local safety and environmental regulations.

Maintain clear communication with the Director of the Killeen Civic & Conference Center throughout the process.

Guarantee the workmanship for a specified period after project completion.



## 5. Bid Form

### PRICING

Pricing shall include all items listed in the Scope of Work

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Price	1	LS		
<b>TOTAL</b>					

## 6. Vendor Questionnaire

### 6.1. [Conflict of Interest Questionnaire \(Form CIQ\)\\*](#)

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

\*Response required

### 6.2. [References\\*](#)

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

- [References.pdf](#)

\*Response required

### 6.3. [Certificate of Interested Parties \(Form 1295\)\\*](#)

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016.

Successful bidders shall electronically submit the form at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Please confirm

\*Response required

### 6.4. [Acknowledgement – “Boycott Israel”\\*](#)

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Please confirm

\*Response required

### 6.5. [Acknowledgement – “Boycott Energy Companies”\\*](#)

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined

in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Please confirm

\*Response required

#### 6.6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”\*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Please confirm

\*Response required

#### 6.7. Antitrust Law Certification\*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

No

\*Response required

#### 6.8. Litigation Disclosure\*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes

No

\*Response required

6.9. Has the owner(s) of the company been convicted of a crime within the past 10 years?\*

- Yes
- No

\*Response required

6.10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?\*

- Yes
- No

\*Response required

6.11. Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption? \*

- Yes
- No

\*Response required

6.12. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?\*

- Yes
- No

\*Response required

6.13. Does any City of Killeen employee or official have any financial or other interest in your company?\*

- Yes
- No

\*Response required

6.14. Can service be accomplished as specified in the specifications?\*

- Yes
- No

\*Response required

6.15. When can service commence after award (number of days)?\*

\*Response required

6.16. Point of contact to resolve issues (delivery or invoice):\*

Please provide the name, title, address, email, and phone number of contact.

\*Response required

### 6.17. Cooperative Governmental Purchasing Notice\*

Other governmental entities maintain interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

- Yes
- No

\*Response required

### 6.18. Copyrighted Material\*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

- The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- The proposal/bid submitted contains confidential information, which is labeled.

\*Response required

6.19. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

6.20. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?\*

Answer YES or

If your answer is NO, then please describe the differences here.

\*Response required

6.21. Indicate the company's first year of business operation:\*

\*Response required

6.22. Insurance Broker Information\*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

\*Response required

6.23. Are there claims that are pending against this insurance policy?\*

Answer No or

If yes, please describe:

\*Response required

6.24. List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a said materials / project:\*

\*Response required

6.25. Emergency Business Service Contact Notice\*

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov)

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

Please download the below documents, complete, and upload.

- [Emergency Business Service ...](#)

\*Response required

### 6.26. [Proposal Documents\\*](#)

**Please Upload your COMPLETE Proposal here.**

\*Response required

## JOB SITE

### Killeen Civic and Conference Center

3601 S Ws Young Dr  
Killeen, TX 76542  
(254) 501-7653  
awilkinson@killeentexas.gov

## PREPARED BY

Ian France  
Commercial Sales Associate  
(254) 498-2633  
ifrance@certapro.com



## CLIENT

### Killeen Civic and Conference Center

3601 S Ws Young Dr  
Killeen, TX 76542 (254) 501-7653

## CLIENT CONTACTS

Amanda Wilkinson  
**W:** (254) 501-7653  
**M:** 254-501-7653  
**E:** awilkinson@killeentexas.gov  
3601 S Ws Young Dr  
Killeen, TX 76542

## PRICING:

Base Price:	\$112,003.31
<b>Subtotal:</b>	<b>\$112,003.31</b>
<b>Total:</b>	<b>\$112,003.31</b>

## GENERAL SCOPE OF WORK

On the project, we will be removing the vinyl wallpaper in Ballrooms A, B, and C as well as painting the sheetrock, Door frames, Baseboards, Chair rails and removing the wooden decorative squares on all of the walls in all three rooms.

Due to the event schedule, we will be completing the removal of the wallpaper in each ballroom separately. This means that in Ballroom A, it may take multiple trips to complete the area if a 17-20 day window can not be found in the schedule, Ballroom C, and B will be fully completed separately.

To ensure the protection of the carpet, we will first lay down a protective layer on the floor. Additionally, we will mask off the baseboards to prevent any debris from getting on them, as we plan to paint them after the wallpaper removal is complete.

Once the wallpaper is removed, we will be applying Sherwin Williams Draw Tight to the fresh sheetrock. This will ensure that the new Orange peel texture adheres to the wall properly.

After applying the Draw Tight, we will be moving on to the next step, which is applying a skim coat of Drywall mud. This step is necessary to smooth out any imperfections on the walls before we proceed to the next stage.

Once the skim coat is applied and the walls are smooth, we will then move on to applying the Orange peel texture. This texture will give the walls a unique and appealing finish.

To protect the fresh texture and ensure that the paint adheres properly, we will be applying a coat of PVA primer. This will create a barrier that prevents any damage to the new texture when the paint is applied.

After all of the necessary preparations are completed, we will proceed with painting the doorframes, chair rails, and baseboards. The colors for these areas will be chosen no later than 1 week before the start date of the project.

Here is the price breakdown per ballroom:

- Ballroom C: \$62,479.74
- Ballroom B: \$24,752.63
- Ballroom A: \$24,752.63



The total cost for the entire job is \$112,003.00.

We will require a 25% down job start payment at the beginning of each segment, and we will collect the rest when each segment is complete.

**NOTE: I wanted to address the issue of the orange peel texture. Please be aware that due to the nature of this texture, there may be some variations in appearance across different areas. This is normal with this type of texture and is part of the normal look.**

**I also wanted to inform you about the dust control measures we will be implementing during the drywall prep and repair process. Our machinery is equipped with vacuums and Hepa filters to minimize dust. While we will do our best to keep the area clean, we recommend having your cleaning crew come in after we are done to ensure a thorough cleaning before any events take place.**

**Lastly, I spoke with Ananda Wilkinson, who mentioned that we won't need to rent a lift or a dumpster for the project. She suggested using the lift that is already available for decorating purposes, and for the large ballroom, we can utilize maintenance's lift as well. This will help us save some money on the project which has been passed along to you. If this equipment is not available to us, please be aware that will increase our costs which would need to be passed along in the form of a change order.**

**Customer is tax exempt, so no taxes are included.**

## **INCLUDES AND EXCLUDES**

---

### **INCLUDES:**

removing wall paper, repairing drywall behind wall paper, spraying texture, covering ground, painting walls, painting chair railings, painting baseboards, painting door frames and removing all of the decorative squares in all of the room mentioned above.

### **EXCLUDES:**

anything not mentioned in the general scope of work above. We will not be touching any of the ceilings or ceiling soffits.

## **SURFACE PREPARATION**

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we will be completing the removal of the wallpaper in each ballroom separately. This means that in Ballroom A, it may take multiple trips to complete the area if a 17-20 day window can not be found in the schedule, Ballroom C, and B will be fully completed separately.

To ensure the protection of the carpet, we will first lay down a protective layer on the floor. Additionally, we will mask off the baseboards to prevent any debris from getting on them, as we plan to paint them after the wallpaper removal is complete.

Once the wallpaper is removed, we will be applying Sherwin Williams Draw Tight to the fresh sheetrock. This will ensure that the new Orange peel texture adheres to the wall properly.

After applying the Draw Tight, we will be moving on to the next step, which is applying a skim coat of Drywall mud. This step is necessary to smooth out any imperfections on the walls before we proceed to the next stage.

Once the skim coat is applied and the walls are smooth, we will then move on to applying the Orange peel texture. This texture will give the walls a unique and appealing finish.

To protect the fresh texture and ensure that the paint adheres properly, we will be applying a coat of PVA primer. This will create a barrier that prevents any damage to the new texture when the paint is applied.

## **SET-UP**

---

### **CUSTOMER TO:**

keep work areas clear and ready for work. Provide lifts and dumpster as described above.

This default is empty.

### **CERTAPRO WILL COVER & PROTECT**

we will cover and protect the floors and cover any furniture that can not be removed. We will also mask any fixtures on walls such as exit signs, etc.

## **CLEAN UP**

---

**To be completed in full daily and in upon job completion. All ladders down and stacked- Tools & equipment stored properly each evening in acceptable, safe location determined by the customer and the Site Manager. We clean up daily and upon completion to make sure your property is "presentable" and perform a full clean-up when we are complete (including sweeping and vacuuming paint chips). The procedures performed to properly clean your house may create literally thousands of very small paint chips that are near impossible to fully cleanup.**

## **ADDENDUM - ALL PICTURES**

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Example of light that need to be protected

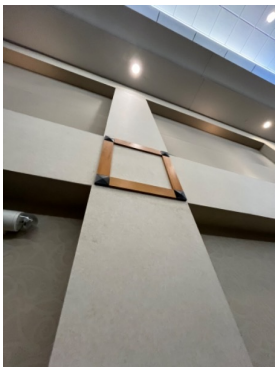


Example of light that need to be protected

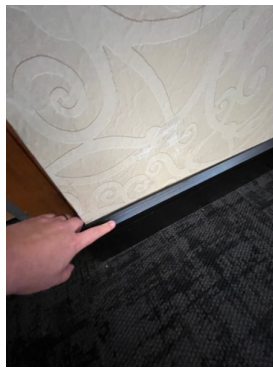


Accordion walls will need to be moved into the center of the room and away from where the work is being performed, they may need to be covered if they can't





Example of wooden decorative squares that need to be removed



Example of baseboards to be painted



Example of chair railing to be painted.



Example of door frames to be painted



We will not be doing anything with the ceilings



## NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

**PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.**

This Proposal is for an Interior Painting Project. During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew and to be available to address any of your concerns throughout the project.

The number of coats of paint are noted on the proposal and additional coats will be an additional charge.

At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

**CUSTOMER SERVICE COMMITMENT:** The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

**WARRANTY ON ALL WORK:** We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see back of proposal for details. \*\*\*Please note that water damage, caulk cracking and nail pops are structural issues, and are not painting related warranty issues\*\*\*.

CertaPro Painters would be honored to be awarded your painting project!

This offer is valid for 60 days.

**ADDITIONAL NOTES**

**ACCENT WALLS:**

If a customer decides to add an accent wall anytime after receipt of this proposal, an extra fee of \$100 per Accent Wall will be added to the total, due to the additional labor and materials required.

**3rd COAT OF PAINT:**

There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.

**PAYMENT METHODS:**

We accept checks and credit cards. We have included a 3% discount in the price for cash or check payment. If paying by credit card, we will add back 3% to the total. The credit cards we accept are Visa & MasterCard, and American Express.

If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project. If paying by credit card please contact our office at 512-868-6878.

**PAYMENT TERMS:**

No deposit is needed, unless the job is over \$5000.00. If over \$5000, we will collect 50% of the job, when more than 1/2 finished.

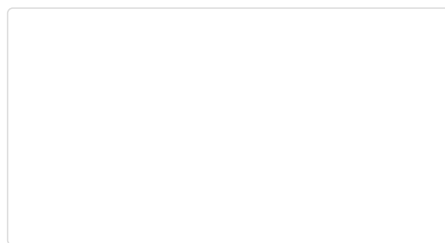
**SIGNATURES**



06/11/2024

CertaPro Painters Authorized Signature

Date



Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

**PROPERTY PHOTO AND VIDEO RELEASE**

By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.



Customer Initials

Date

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**PAYMENT DETAILS**

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**Payment is due:** Scheduled payments (to be determined)

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Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

**PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.**

This Proposal is for an Interior Painting Project. During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew and to be available to address any of your concerns throughout the project. The number of coats of paint are noted on the proposal and additional coats will be an additional charge.

At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

**CUSTOMER SERVICE COMMITMENT:** The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

**WARRANTY ON ALL WORK:** We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see back of proposal for details. \*\*\*Please note that water damage, caulk cracking and nail pops are structural issues, and are not painting related warranty issues\*\*\*.

CertaPro Painters would be honored to be awarded your painting project!

This offer is valid for 60 days.

**COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT**

**RELATIONSHIP** — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

**COLORS** — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

**UNFORESEEN CONDITIONS** — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

**PROPOSAL** — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

**ATTENTION CLIENT:**

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

**NOTICE OF CANCELLATION**

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS

OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION, IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Painters of Northern Central Texas**

DATE OF TRANSACTION \_\_\_\_\_

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)

### LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
  - mill-glazing from smooth cedar
  - ordinary wear and tear.
  - abnormal use or misuse.
  - peeling of layers of paint existing prior to the work performed by the Contractor.
  - structural defects.
  - settling or movement.
  - moisture content of the substrate.
  - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
  - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.