



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID (IFB)**

**DRYWALL SERVICES**

**SOLICITATION NUMBER 18-005**

**March 2018**

**DRYWALL SERVICES  
 PART I  
 GENERAL REQUIREMENTS**

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

**The City intends to award one primary contract and one secondary contract based on the Best Value for the City. The City may contact the Prime Contractor and/or Secondary Contractor to request a quote by project and will select the Contractor that best meets the needs of the City. An anticipated total contract award will be made by the City in an amount not to exceed \$75,000 per year.**

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

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 6-9
Part IV – Specifications	Pages 10-13
Attachment A – Bid Sheet	Page 14
Attachment B – Reference Sheet	Page 15
Attachment C – Prevailing Wage	Page 16
Attachment D – Respondent Questionnaire	Page 17

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

**Oscar Wise, CTCM**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**Phone: 512-218-5456**  
**E-mail: [owise@roundrocktexas.gov](mailto:owise@roundrocktexas.gov)**

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

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

<b>EVENT</b>	<b>DATE</b>
Solicitation released	March 12th, 2018
Optional Pre-Bid meeting	March 22 <sup>nd</sup> , 2018 @ 9:30 AM, CST
Deadline for submission of questions	March 27 <sup>th</sup> 2018 @ 5:00 PM, CST
City responses to questions or addendums	March 30 <sup>th</sup> 2018 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>April 9<sup>th</sup> 2018 @ 3:00 PM, CST</b>

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

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website <http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.
- 7.1 Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance.
- 7.2 **Executive Conference Room - City Hall Council Chambers**  
**221 East Main St**  
**Round Rock, Texas 78664**  
**On-Site Cell Phone: 512-534-1287**
- 7.3 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock  
Attn: Oscar Wise  
Purchasing Department  
221 E. Main Street  
Round Rock, Texas 78664-5299**

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

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

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

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

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

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

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

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

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

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

**10.8 EVALUATION FACTORS**

Total 100% Points

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

**11. CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

**11.1** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

**11.2** If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

**12. CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**PART II**  
**DEFINITIONS, STANDARD TERMS AND CONDITONS**  
**AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
  
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

**PART III**  
**SUPPLEMENTAL TERMS AND CONDITONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
  
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing commercial Drywall services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
  - 2.2 The selected respondent(s) shall provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
  - 2.3 Commercial Business location from which work crews are dispatched is required to be in a 35-mile radius of downtown Round Rock.
  
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in commercial Drywall services.

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

**Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-005 Drywall Services on the City of Round Rock website at:**

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

5. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
6. **PRICE INCREASE:** Contract prices for Drywall Services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.
  - 6.1 **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/>.

## **6.2 Procedure to Request Increase:**

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

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

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

7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
8. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.
9. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
10. **WORKFORCE:** Contractor shall:
  - 10.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
  - 10.2 Ensure Respondent's employees, wear a company uniform that clearly identifies them as the Respondent's employee, while working on City property.
  - 10.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
  - 10.4 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative.
  - 10.5 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
11. **PERMITS:** The Contractor shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
13. **POST AWARD MEETING:** The City and Successful Respdnt(s) may have a post award meeting to discuss, but not be limited to the following:
  - 13.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 13.2 Provide City contact(s) information for implementation of agreement.
  - 13.3 Identify specific milestones, goals and strategies to meet objectives.



**14. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**

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

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

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

**15. INTERLOCAL PURCHASING AGREEMENTS**

**15.1** The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

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

**PART IV**  
**SPECIFICATIONS**

1. **HISTORY:** The City has approximately 800,000 square feet of maintained property and occupies approximately 46 facilities. The buildings consist of both commercial and residential type structures. Facilities maintained vary and can include but are not limited to office buildings, Police department, fire stations, parks facilities and parking garages.
  - Projects vary and are under the supervision of the **City's designated representative: Pete Dominguez, Facilities Manager**  
**Phone #: 512-341-3144**  
**Email: pdominguez@roundrocktexas.gov**
  
2. **SCOPE OF WORK:** The Contractor shall provide on-site services including all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration for various City owned or occupied locations on an as needed basis for Drywall installation, framing and repair. Services shall consist of repairs and miscellaneous projects. Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the herein mentioned specifications on workmanship (See PART III, Paragraph 2) will be accepted.
  
3. **WORKMANSHIP:** Only first-class work shall be performed and all materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications. Where no standard is specified, for such work or materials, they shall be the best of their respective trade and be compliant with all applicable code requirements.
  - 3.1 All materials used in any project shall be new unless pre-approved by the City's designated representative.
  
  - 3.2 At the conclusion of each project the Contractor shall demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be promptly and permanently corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the authorized City representative.
  
  - 3.3 The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations. Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty eight (48) hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
  
4. **WORKFORCE:** Contractor and all employees shall perform the services in a timely, professional and efficient manner. The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations.
  - 4.1 The Contractor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
  
  - 4.2 The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative. The background check method will be approved by the City in advance,

- 4.3 The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
5. **DRYWALL INSTALLER/FRAMER REQUIREMENTS:** The following contains the minimum requirements and experience for Drywall installation, repair and finishing services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
- 5.1 Contractor shall have a working knowledge of commercial and residential drywall installation, repair and finishing work to include work with metal studs.
- 5.2 The functions shall include but not be limited to: lay out projects, install all drywall units, repair drywall units, finishing work and other drywall work as described by the project manager.
- 5.3 Contractor must be familiar with and have a working knowledge of all tools and equipment applicable to the drywall trade, and have extensive knowledge of building materials.
- 5.4 Contractor must be able to work unsupervised and run a crew.
- 5.5 The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience and possess all the necessary tools required to complete projects specified by the City.
- 5.6 It is the responsibility of the Contractor to supervise their employees and to assure that the work crew acts in a professional manner in regards to conduct, dress and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.
6. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- 6.1 The City shall be provided with the designated person's name and telephone number.
- 6.2 This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
- 6.3 Answering machines are unacceptable as a point of contact.
- 6.4 The contact person shall be identified on the Solicitation document and may be required to attend an oral presentation to the selection team prior to award of contract.
7. **WARRANTY:** Successful Respondent shall provide a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.
8. **RESPONSE TIME:** Response times shall be as follows:
- 8.1 **Regular business hours** shall be from 7:00 AM to 6:00 PM.

**8.2 Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.

9. **REGULAR AND OVERTIME WORK HOURS:** Regular Business hours are 7:00 am to 6:00 pm Monday through Friday. Overtime pay consisting of hours outside the designated regular business hours, will be allowed by the City if deemed necessary and approved by the City's designated representative in advance of work. Overtime work performed in excess of regular work hours or on weekends or holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service. Respondent shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.
10. **SAFETY:** The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. All Successful Respondents shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Successful Respondent shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondent's obligations under this paragraph.
- 10.1. **Material Safety Data Sheets:** Successful Respondent shall be required to have in their possession at the location of each project and available upon request, material safety data sheets applicable to hazardous substances.
11. **ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences. Any single project shall not exceed \$50,000.

Each written estimate shall include the following information:

- Department name and location of the project;
- Contractor's designated contact name and telephone number;
- Breakdown of Labor costs (Number of workers, hourly rate);
- Materials (Detailed description, quantity, unit price and extended price amounts);
- Cost of Equipment rented to complete project;
- Total Cost (Labor and materials);
- Description specifying work to be done;
- Time projected to complete the project.

12. **SITE INSPECTION:** It shall be the responsibility of the Contractor to visit and inspect the locations prior to the submittal of a proposal. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. Submittal of the proposal is evidence the Contractor has familiarized himself with the

nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials and labor required. Inspection must be scheduled by contacting the City's designated representative.

13. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing drywall material and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.
  
14. **WORK REPORTS:** Respondent shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used. Reports shall include, at a minimum, the following information:
  - Location of the worksite;
  - Date and time of arrival at worksite;
  - Time spent for repair;
  - Date and time work at location is completed;
  - Part(s) ordered and Equipment rented, if necessary
  - A detailed description of all the completed repair work certifying the location is in working order, shall be signed by the City's designated representative at the time the work is performed.
  
15. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
  - Bids per project shall not exceed 10% waste expectation on all quantities.
  - Prices for materials may be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent on the Solicitation Document. Invoices for work performed, shall require a copy of supplies receipt to be included. Failure to provide the cost-plus percentage (%) on an invoice may result in payment at cost.
  
16. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
  - The total hours worked and hourly rate for labor. Labor hours shall include costs of labor, overhead charges, travel, and payroll expenses.
  - Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on Attachment A-Bid Sheet, will be allowed for material.
  - Invoices shall have attached a copy of paid materials receipt from the supplier.

**ATTACHMENT A  
BID SHEET**

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 18-005 Drywall Services ] in an Excel format on the City of Round Rock website at:

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

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

**ATTACHMENT B:  
BIDDERS REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** \_\_\_\_\_

**RESPONDENT'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

1. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number ( ) Fax Number: ( )

2. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number ( ) Fax Number: ( )

3. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number ( ) Fax Number: ( )

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

## ATTACHMENT C PREVAILING WAGE

1. **Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 18-005 Drywall Services on the City of Round Rock website at:**

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

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



**ATTACHMENT D  
 RESPONDENT QUESTIONNAIRE  
 40% Points**

Name of Business:	
Physical Address of Headquarters (HQ):	
Physical Address of Serving Branch: (if different address from HQ)	

1. On a separate sheet of paper describe training and development provided to staff. **(10% Points)**.
2. **EQUIPMENT LIST:** Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. **(5% Points)**
3. Number of full time employees that are eligible to work on City of Round Rock projects:

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

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

Number of years in the commercial Drywall business:	
---	--

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

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