

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF WATERPROOFING SERVICES
WITH
SOUTHWEST SEALANTS, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§
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§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the purchase of waterproofing services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2024 by and between the **CITY OF ROUND ROCK**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **SOUTHWEST SEALANTS, INC.**, whose offices are located at 16074 Central Commerce Drive, Suite A101, Pflugerville, Texas 78660 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase waterproofing services; and

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

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

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposal, designated Solicitation Number 23-036 dated July 2023 ("RFP"); (b) Services Provider's Proposal; and (c)

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

- (1) This Agreement;
- (2) Services Provider's Proposal;
- (3) City's Request for Proposals, Addenda, exhibits, and attachments.

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

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.0 EFFECTIVE DATE AND TERM

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

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

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

3.0 CONTRACT DOCUMENTS AND EXHIBITS

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

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.0 ITEMS AWARDED AND SCOPE OF WORK

A. All items in "Attachment C – Cost Proposal Sheet" of Exhibit "A" are awarded to Services Provider.

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

5.0 COSTS

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

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)** per year and shall not exceed a total of **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** for the term of this Agreement.

6.0 INVOICES

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

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

7.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts,

Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

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

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 PROMPT PAYMENT POLICY

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

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

10.0 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.0 TAXES

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

12.0 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.0 INSURANCE

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

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

14.0 CITY'S REPRESENTATIVES

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

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, Texas 78664
512-341-3191
cmcdowell@roundrocktexas.gov

15.0 RIGHT TO ASSURANCE

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

16.0 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids/proposals for the same type of work unless the scope of work is significantly changed.

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

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.0 TERMINATION AND SUSPENSION

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

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

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

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

18.0 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

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

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

20.0 ASSIGNMENT AND DELEGATION

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

21.0 NOTICES

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

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

Notice to Services Provider:

Southwest Sealants, Inc.
16074 Central Commerce Drive
Suite A101
Pflugerville, Texas 78660

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

22.0 APPLICABLE LAW, ENFORCEMENT AND VENUE

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

23.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual

agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.0 DISPUTE RESOLUTION

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

25.0 SEVERABILITY

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

26.0 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

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

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

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

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

City of Round Rock, Texas

Southwest Sealants, Inc.

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

By: TCB
Printed Name: TC BRAVENEC
Title: VICE PRESIDENT
Date Signed: 1/24/24

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



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

REQUEST FOR PROPOSAL (RFP)

WATERPROOFING SERVICES

SOLICITATION NUMBER 23-036

JULY 2023

Exhibit "A"

WATERPROOFING SERVICES PART I GENERAL REQUIREMENTS

- PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" is seeking proposals from qualified contractors to provide comprehensive waterproofing services for various municipal buildings and structures. The scope of work includes removing existing sealants, preparing surfaces, installing backer rod, sheet waterproofing, thermal insulation, fluid-applied rubberized asphalt waterproofing, sealants for joints, fluid applied membrane/barrier, below-grade waterproofing, waterproofing at elevator pits, sheet metal flashing and trim, and joint firestoping.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following:

| Description | Index |
|--|---------------------|
| Part I – General Requirements | Page(s) 2-4 |
| Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements | Page 5 |
| Part III – Supplemental Terms and Conditions | Page(s) 6-8 |
| Part IV – Scope of Work | Page(s) 9-11 |
| Part V – Proposal Preparation Instructions and Evaluation Factors | Page(s) 12-14 |
| Attachment A – Reference Sheet | Separate Attachment |
| Attachment B – Prevailing Wage Rate | Separate Attachment |
| Attachment C – Cost Proposal Sheet | Separate Attachment |

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

| EVENT | DATE |
|--|--|
| Solicitation released | July 14, 2023 |
| Deadline for submission of questions | July 26, 2023 @ 5:00 PM, CST |
| City responses to questions or addendums | Approximately July 28, 2023 @ 5:00 PM, CST |
| Deadline for submission of responses | August 10, 2023 @ 3:00 PM, CST |

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

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<https://roundrocktexas.bonfirehub.com>

- SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

Exhibit "A"

5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
6. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
7. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
8. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.
In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
 - i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.

Exhibit "A"

- iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

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

Exhibit "A"

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

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing waterproofing services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
 - E. Must have a presence within 60 miles of The City.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required 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 B and comply with all applicable sections of Chapter 2258.

Attachment B – Prevailing Rates are posted in Solicitation Documents for RFP 23-036 Waterproofing Services on the City of Round Rock Bonfire website at:
<https://roundrocktexas.bonfirehub.com>
5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.

Exhibit "A"

- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
6. **WORKFORCE:** Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
7. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
- Prices for materials will be on a cost-plus basis. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.
8. **PRICE INCREASE:** Contract prices for waterproofing services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase:**
 - i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
9. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

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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. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
13. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:** The City's designated representative shall be:
Eric Dady
Manager - Facility Maintenance
General Services
512-688-0350
E-mail: edady@roundrocktexas.gov
 - C. **Do not contact the individual listed above with questions or comments during the course of the solicitation.**

Exhibit "A"

PART IV SCOPE OF WORK

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" is seeking proposals from qualified contractors to provide comprehensive waterproofing services for various municipal buildings and structures. The scope of work includes removing existing sealants, preparing surfaces, installing backer rod, sheet waterproofing, thermal insulation, fluid-applied rubberized asphalt waterproofing, sealants for joints, fluid applied membrane/barrier, below-grade waterproofing, waterproofing at elevator pits, sheet metal flashing and trim, and joint firestopping.
2. **MATERIAL SPECIFICATIONS:** The specific material specifications may vary depending on the project requirements, building codes, and industry standards. It is essential to consult with the project team and follow the applicable guidelines during material selection for waterproofing services.
 - A. **Sealants:** The sealants used shall be specifically designed for waterproofing applications. They must provide excellent adhesion to various substrates and exhibit long-term durability. The sealants should be compatible with the surrounding materials and capable of accommodating joint movement.
 - B. **Backer Rod:** Backer rods shall be of appropriate size and type to ensure proper joint support and sealant application. They must be made of resilient and non-absorbent material to prevent water infiltration.
 - C. **Sheet Waterproofing:** Sheet waterproofing materials shall comply with industry standards for effective moisture barrier properties. The materials should have sufficient flexibility to accommodate building movement without compromising waterproofing integrity. They must exhibit high tensile strength and resistance to tearing, puncturing, and UV degradation.
 - D. **Thermal Insulation:** Thermal insulation materials used for waterproofing applications shall meet specified thermal conductivity and R-value requirements. The insulation should be suitable for the intended environmental conditions and provide effective energy conservation.
 - E. **Fluid-Applied Rubberized Asphalt Waterproofing:** Fluid-applied rubberized asphalt waterproofing materials shall have excellent waterproofing properties, including resistance to water penetration and adhesion to various substrates. They must possess elastomeric characteristics to accommodate substrate movement without cracking or delamination. The materials should be compatible with other waterproofing components and demonstrate long-term durability.
 - F. **Fluid Applied Membrane/Barrier:** Fluid applied membrane/barrier materials shall provide a continuous and seamless waterproofing layer. They should be compatible with the substrate and exhibit excellent adhesion, flexibility, and resistance to water ingress. The membrane/barrier should be UV resistant and capable of withstanding environmental exposure.
 - G. **Below Grade Waterproofing:** Below-grade waterproofing materials, such as peel and stick systems, must be specifically designed for below-grade applications. They should provide a reliable moisture barrier and be resistant to soil chemicals, hydrostatic pressure, and ground movement.
 - H. **Sheet Metal Flashing and Trim:** Sheet metal flashing and trim materials shall be corrosion-resistant and capable of effectively diverting water away from critical areas. They should be installed with appropriate fastening and sealing methods to ensure watertightness.
 - I. **Joint Firestopping:** Joint firestopping materials shall meet fire rating requirements and effectively seal openings to prevent the spread of fire and smoke. They must be installed according to manufacturer instructions and comply with relevant fire safety standards.
3. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. Identify and remove existing sealants as required, ensuring a clean and suitable surface for waterproofing.
 - B. Thoroughly clean and ensure that joints and walls are free of debris, providing a clean substrate for installation.
 - C. Prepare services according to specifications, including necessary treatments, priming, or leveling as required.
 - D. Install backer rod as necessary to provide proper joint support and sealant application.
 - E. Install or repair sheet waterproofing materials, ensuring effective protection against water ingress.

Exhibit "A"

- F. Install thermal insulation as specified, ensuring energy efficiency and moisture control as required.
 - G. Install or repair fluid-applied rubberized asphalt waterproofing, providing a durable and watertight barrier.
 - H. Install sealants for vertical and horizontal joints as required, ensuring proper adhesion and long-lasting protection against water penetration.
 - I. Install fluid applied membrane/barrier as specified, creating a continuous waterproofing layer as required.
 - J. Install below-grade waterproofing, utilizing appropriate methods such as peel and stick systems, to effectively prevent water intrusion in below-ground structures.
 - K. Install or repair waterproofing at elevator pits, providing reliable protection against water damage in these areas.
 - L. Install sheet metal flashing and trim as required, ensuring proper drainage and moisture management at critical areas.
 - M. Install joint firestopping materials as required, providing fire protection, and maintaining the integrity of fire-rated assemblies.
4. **WARRANTY:** The Contractor 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 defects.
5. **POINT OF CONTACT:** The Contractor shall provide a primary and secondary point of contact (POC). The primary point of contact should be the contractor's main representative for all project-related communication, coordination, and information exchange with the City of Round Rock. They will be responsible for addressing inquiries, coordinating site access, submitting documentation, providing updates, and handling any issues or concerns that may arise during the project.
- The secondary point of contact should be designated as a backup or alternative contact person. They will assist the primary point of contact and step in when necessary, ensuring continuous communication and support between the contractor and the City.
- The City of Round Rock will direct project-related communication, requests, and information to the primary point of contact provided by the contractor. It is essential for both the primary and secondary points of contact to be readily available and responsive to ensure effective collaboration and smooth project execution.
6. **CONTRACTOR RESPONSIBILITIES:** The contractor's responsibilities may vary depending on the specific project requirements and contractual agreements. The below list provides a general overview of the expected responsibilities for a waterproofing contractor. Contractor Shall -
- A. Effectively coordinate and manage all aspects of the waterproofing project, including scheduling, logistics, and communication with the City and other stakeholders.
 - B. Ensure efficient workflow and timely completion of tasks as per the project schedule.
 - C. Strictly adhere to the provided specifications, drawings, and any applicable building codes or regulations.
 - D. Supply all necessary equipment, tools, and machinery required to perform the waterproofing work efficiently and effectively.
 - E. Carry out the installations and repairs with attention to detail and workmanship, ensuring effective waterproofing and longevity of the systems.
 - F. Conduct inspections, testing, and documentation as necessary to verify the integrity and performance of the waterproofing systems.
 - G. Ensure that the worksite is clean, free from debris, and any temporary structures or equipment used during the project are properly removed and disposed of.
 - H. Promptly address any concerns, issues, or change requests and provide regular progress updates to the City throughout the project duration.
7. **CITY RESPONSIBILITIES:** The City shall -

Exhibit "A"

- A. Provide oversight and supervision of the waterproofing project to ensure compliance with project requirements, building codes, and regulations.
- B. Assign designated personnel to liaise with the contractor and coordinate project-related activities.
- C. Provide the necessary access to the project site, including permissions, permits, and security clearances as required.
- D. Provide timely feedback and clarification on any queries or revisions requested by the contractor.
- E. Communicate any changes or updates to the project scope or requirements in a timely manner.
- F. Provide electrical outlets or access to power sources required by the contractor to complete the waterproofing work.
- G. Conduct inspections and quality assurance checks to ensure that the waterproofing work meets the required standards and specifications.
- H. Provide feedback, identify deficiencies, and work with the contractor to rectify any non-compliant work.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

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

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

- ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
 - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which Incorporated or licensed to operate.
 - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
 - Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- ☐ Attachment A- Reference Sheet
- ☐ Attachment C- Cost Proposal Sheet
- ☐ Acknowledged Addenda (if applicable)
- ☐ Segment requirements listed below.
- ☐ A list of all litigation the company or its principals have been involved in within the last three (3) years.
- ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

3. **EVALUATION CRITERIA:**

- A. **Segment 1 – System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Describe your preferred methodology for executing a waterproofing project, outlining the steps involved in installation, repair, or replacement. Explain how you ensure quality control and adherence to industry standards. Specify the types of waterproofing materials and products you recommend for common waterproofing projects. Detail their quality, durability, energy efficiency, and compliance with relevant standards or certifications. **Specifically include a portfolio of completed projects that are relevant to the provided scope of work.**
- B. **Segment 2 – Company Work Experience and Personnel**
 - i. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

Exhibit "A"

- ii. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- iii. Contractors' past performance with the City may be evaluated.
- C. **Segment 3 – Cost Proposal:** Include any additional service or personnel not listed on **Attachment C- Cost Proposal Sheet** and the rates associated.

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

- | | |
|---|----------|
| A. Evaluation Criteria: | Weights: |
| • System Concept and Solution (Segment 1) | 30 pts |
| • Company Work Experience and Personnel (Segment 2) | 30 pts |
| • <u>Cost Proposal (Segment 3)</u> | 40 pts |
| Maximum Weight: | 100 pts |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
 - C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
 - D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
 - E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
 - F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
 - G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.

Exhibit "A"

- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.
6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
 - B. Provide City contact(s) information for implementation of the Agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"
ATTACHMENT A
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP 23-036

RESPONDENT'S NAME: Southwest Sealants

DATE: 08/15/2023

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 | <u>Rogers-O'Brien Construction</u> |
| | Name of Contact | <u>Lacey Williamson</u> |
| | Title of Contact | <u>Project Manager</u> |
| | E-Mail Address | <u>LWilliamson@r-o.com</u> |
| | Present Address | <u>3901 S. Lamar Blvd., Ste. 200</u> |
| | City, State, Zip Code | <u>Austin, TX 78704</u> |
| | Telephone Number | <u>(512) 486-3800</u> Fax Number: <u>(512) 486-3701</u> |
| | | |
| 2. | Company's Name | <u>OHT Partners</u> |
| | Name of Contact | <u>David Hilton</u> |
| | Title of Contact | <u>Project Manager</u> |
| | E-Mail Address | <u>david@ohpartners.com</u> |
| | Present Address | <u>901 S. Mopac Expressway, BOP III, Ste. 220</u> |
| | City, State, Zip Code | <u>Austin, TX 78746</u> |
| | Telephone Number | <u>(512) 940-6846</u> Fax Number: <u>()</u> |
| | | |
| 3. | Company's Name | <u>White Construction</u> |
| | Name of Contact | <u>Zane Cannady</u> |
| | Title of Contact | <u>Project Manager</u> |
| | E-Mail Address | <u>zanec@whiteconst.com</u> |
| | Present Address | <u>2705 Bee Cave Road, Ste. 250</u> |
| | City, State, Zip Code | <u>Austin, TX 78746</u> |
| | Telephone Number | <u>(512) 318-6399</u> Fax Number: <u>()</u> |

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

Attachment C- Cost Proposal **Waterproofing Services** **RFP 23-036**

The Respondent represents that they are submitting a binding offer and are authorized to bind the respondent company to fully comply with the solicitation documents contained in RFP 23-036 Waterproofing Services. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

The total contract value for all Contractors shall not exceed \$100,000 per fiscal year for the term of the contract.

| No. | Description | Estimated Quantity | Unit | Unit Cost | Extended Total |
|--|-------------------------|--------------------|------|-----------|--------------------|
| Section I: Labor | | | | | |
| 1 | Foreman | 100 | Hour | \$43.00 | \$4,300.00 |
| 2 | Waterproofor | 150 | Hour | \$40.00 | \$6,000.00 |
| 3 | Caulker | 250 | Hour | \$38.00 | \$9,500.00 |
| 4 | Laborer | 250 | Hour | \$21.00 | \$5,250.00 |
| Total: | | | | | \$25,050.00 |
| Section II: Material and Equipment Cost- This information will not be evaluated but will become part of the resulting contract. | | | | | |
| 1 | Percent Mark-up (0-100) | | | | 35% |