

EXHIBIT
“A”

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND SWINERTON BUILDERS
FOR THE PURCHASE OF
DRYWALL SERVICES**

THE STATE OF TEXAS §
CITY OF ROUND ROCK § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §
COUNTY OF TRAVIS §

This Agreement (“Agreement”) for the purchase of goods and services to be performed on various City-owned or City-occupied buildings on a directed as-needed basis is made and entered into on this the ____ day of _____, 20 __, (the “Effective Date”) by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and SWINERTON BUILDERS, INC., a California corporation, whose offices are located at 707 Southwest Parkway, Bldg. 1, Suite 200, Austin, TX 78734, referred to herein as “Services Provider.”

RECITALS:

WHEREAS, City desires to purchase “Goods and Services,” as defined herein, to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis; and

WHEREAS, City has issued its Request for Proposal (“RFP”) for the provision of said Goods and Services and City has determined the bid submitted by Services Provider provides the best value to the City; and

WHEREAS, City has determined the Services Provider’s Response to RFP (“Bid”) submitted by Services Provider provides the best value to the City; and

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

NOW, THEREFORE,

in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Services Provider whereby City is authorized to buy specified goods and/or services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's RFP, designated Solicitation Number 24-035 dated August 2024; (b) Services Provider's Bid; 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 Bid;
- (3) City's RFP, Addenda, exhibits, and attachments.

B. **Bid** means the Services Provider's Response to the RFP.

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

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

E. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment, as described in the RFP.

F. **Services Provider** means Swinerton Builders, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with **Section 17.0**.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the Goods and Services as outlined in the RFP; any Addenda to RFP; and the Bid submitted by Services Provider, all as contained 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 Bid.

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

4.0 DUAL PROVIDERS OF SERVICES

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

5.0 ITEMS AWARDED; SCOPE OF WORK

Only if, as, and when needed by City, Goods and Services are awarded to Services Provider in accordance with **Exhibit “A.”**

6.0 COSTS

Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **\$250,000.00** per year for Service Provider’s services combined with the dual provider’s services for a total not-to-exceed amount of **\$1,250,000.00** for the term of this Agreement.

7.0 INVOICES

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

1. Name and address of Services Provider;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

8.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City’s bid, with the consent and agreement of the Services Provider 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.

9.0 NON-APPROPRIATION AND FISCAL FUNDING

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

10.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Services Provider may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. 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
2. 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
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.0 GRATUITIES AND BRIBES

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

12.0 TAXES

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

13.0 INSURANCE

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

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

14.0 CITY'S REPRESENTATIVE

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

Eric Dady, Facilities Manager
General Services Department
Round Rock, TX 78664
(512) 218-5472
edady@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 Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

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 written notice to Services Provider, the "Date of Termination."

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, as set forth in **Section 15.0**.

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, which is not cured within ten (10) days of written notice of said breach, 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 the Date of Termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up 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 or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

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

20.0 ASSIGNMENT AND DELEGATION

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

21.0 NOTICES

A. 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 recipient's physical or email address as stated below; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

Notice to Services Provider:

Services Provider: Swinerton Builders
Address: 707 Southwest Parkway
Bldg. 1, Suite 200
Austin, TX 78734
Email: asatt@swinerton.com

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

B. 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.

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

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

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

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Services Provider's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

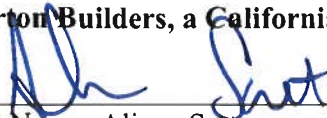
C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

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

[Signatures on the following page.]

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

Swinerton Builders, a California Corporation

By: 
Printed Name: Alison Salt
Title: VICE PRESIDENT, DIVISION MANAGER
Date Signed: 12/31/2024

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



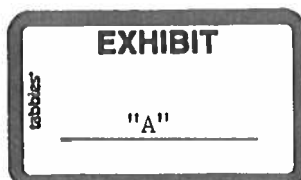
City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

DRYWALL SERVICES

SOLICITATION NUMBER 24-035

AUGUST 2024



**DRYWALL SERVICES
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing on-site drywall services for various City owned or occupied buildings on an as-needed basis. An anticipated total contract award will be made by the City in an amount not to exceed \$250,000 per year. The City may decide to award to more than one contractor based on the best value for the City.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

| Description | Index |
|--|---------------------|
| Part I – General Requirements | Page(s) 2-4 |
| Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements | Page 5 |
| Part III – Supplemental Terms and Conditions | Page(s) 6-8 |
| Part IV – Scope of Work | Page(s) 9-12 |
| Part V – Proposal Preparation Instructions and Evaluation Factors | Page(s) 13-15 |
| Attachment A – Proposal Submittal Form | Separate Attachment |
| Attachment B – Reference Sheet | Separate Attachment |
| Attachment C – Cost Proposal Sheet | Separate Attachment |
| Attachment D – Prevailing Wage | Separate Attachment |
| Attachment E – Sample Work Order | Separate Attachment |
| Attachment F – Sample Invoice | Separate Attachment |

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

| EVENT | DATE |
|---|--|
| Solicitation released | August 30, 2024 |
| Deadline for submission of questions | September 17, 2024 @ 3:00 PM, CST |
| City responses to questions or addendums | Approx September 20, 2024 @ 3:00 PM, CST |
| Deadline for submission of responses | October 4, 2024 @ 3:00 PM, CST |

All questions regarding the solicitation shall be submitted through Bonfire in writing by 3:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

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

<https://roundrocktexas.bonfirehub.com>

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

5. **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.
 - 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.

City of Round Rock
Drywall Services
RFP No. 24-035
Commodity Code: 910-75
AUGUST 2024

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/>

**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 drywall 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. Operate a commercial business location from which work crews are dispatched that is required to be within a 35-mile radius of downtown Round Rock.
 - E. The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience.

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 providing 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 D – Prevailing Wage and comply with all applicable sections of Chapter 2258.

Attachment D – Prevailing Wage – Prevailing Rates are posted in Solicitation Documents for RFP 24-035 Drywall Services on the City of Round Rock Bonfire website at:
<https://roundrocktexas.bonfirehub.com>

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

6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and

maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 20%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

7. **PRICE INCREASE**: Contract prices for 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 unless otherwise approved by the City.
 - A. **Consumer Price Index (CPI)**: Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase**:
 - i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **ACCEPTANCE/INSPECTION**: Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW**: The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY**: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE**:
 - A. **Contractor's point of contact**: 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.

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

Eric Dady
Facility Manager
General Services
Phone: 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.**

13. INTERLOCAL PURCHASING AGREEMENTS:

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

**PART IV
SCOPE OF WORK**

1. **BACKGROUND:** The City has approximately 1,000,000 square feet of maintained property and occupies approximately 54 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.
2. **CONTRACTOR RESPONSIBILITIES:** 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, taping, finishing and repair. Services shall consist of repairs and miscellaneous project.

Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the herein mentioned specifications on workmanship 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, they shall equal or better the level of finish at the existing conditions and be compliant with all applicable code requirements.
 - A. All materials used in any project shall be new unless pre-approved by the City's designated representative.
 - B. 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.
 - C. 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.
 - D. 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. **DRYWALL INSTALLER/FRAMER REQUIREMENTS:** The following contains the minimum requirements and experience for drywall installation, repair, and finishing services (painting, taping, texturing, etc.) required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
 - A. Contractor shall have a working knowledge of commercial and residential drywall installation, repair, and finishing work.
 - B. The functions shall include but not be limited to: lay out projects, install all drywall units, repair drywall units, finishing work, framing with metal studs or wood and other drywall work as described by the project manager.
 - C. 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.
 - D. Contractor must be able to tape, float, and texture as required.
 - E. Contractor must be able to perform a level 5 finish if needed.
 - F. Contractor must be able to match and blend texture as required.
 - G. Contractor to provide in wall blocking as required for the project.
 - H. Contractor must be able to install new and make repairs to existing lay-in ceiling tiles/grid.

- I. Contractor to install doors and frames as required.
 - J. Contractor must be able to work unsupervised and run a crew.
 - K. All work must be agreed upon and approved prior to painting walls.
 - L. 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.
 - M. It is the responsibility of the Contractor to supervise their employees and to ensure that the work crew acts in a professional manner regarding conduct, dress, and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.
5. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person 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.
 - C. Answering machines are unacceptable as a point of contact.
 - D. The contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the selection team prior to award of contract.
6. **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.
7. **RESPONSE TIME:** Response times shall be as follows:
- A. **Regular business hours** shall be from 7:00 AM to 6:00 PM
 - B. **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.
 - C. The City does anticipate needing emergency work under this contract.
8. **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.
9. **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 Contractor shall:
- A. 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.
 - B. 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.

- 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.
 - D. **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 that are present at the work site.
10. **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. Each written estimate shall include the following information:
- A. Department name and location of the project;
 - B. Contractor's designated contact name and telephone number;
 - C. Breakdown of Labor costs (Number of workers, hourly rate); Also include Supervisor hours and rate if applicable;
 - D. Materials (Detailed description, quantity, unit price and extended price amounts);
 - E. Cost of Equipment rented to complete project;
 - F. Total Cost (Labor and materials);
 - G. Description specifying work to be done;
 - H. Time projected to complete the project.
11. **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 that 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.
12. **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.
13. **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:
- A. Location of the worksite;
 - B. Date and time of arrival at worksite;
 - C. Time spent for repair;
 - D. Date and time work at location is completed;
 - E. Part(s) ordered, and equipment rented, if necessary;
 - F. 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.

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14. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
- A. The total hours worked and hourly rate for labor. Labor hours shall include costs of labor, overhead charges, travel, payroll expenses and Supervisor total hours and rate if applicable.
 - B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on Attachment C- Cost Proposal, will be allowed for material.
 - C. Invoices shall have attached a copy of paid materials receipt from the supplier.

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

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

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

- o Attachment A- Proposal Submittal Form
- o Attachment B- Reference Sheet
- o Attachment C- Cost Proposal Sheet
- o Acknowledged Addenda (if applicable)
- o Segment requirements listed below.
- o A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- o 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 – Respondent's Training, Staff Development, and Equipment List**

- i. **Training and Staff Development:** Define in detail your training and staff development program. How does the training make each job successful? Detail your approach to customer service.
- ii. **Equipment List:** Describe your inventory of equipment and vehicles that will be used to support this contract. This inventory list shall provide line-item information of assets including equipment, brand, quantity, and age.

B. **Segment 2 – Company Work Experience and Personnel**

- i. **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.
- ii. **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.
- iii. **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.
- iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Specify the number of employees eligible to work on City of Round Rock projects.

- v. Contractors' past performance with the City may be evaluated.
- B. **Segment 3 – Cost Proposal:** Please complete Attachment C- Cost Proposal Sheet. All prices must be quoted in order to be considered responsive. Alternative bids will not be considered and unauthorized modifications to the cost proposal sheet will result in rejection of the submission. All quoted hourly rates should include all:
- i. Manpower
 - ii. Disposal
 - iii. Travel and Fuel Expenses
 - iv. All other itemized costs other than materials
4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal *best meets the requirements and provides the best overall value to the City.*
- A. Evaluation Criteria: Weights:
- | | |
|--|---------------|
| • Respondent's Training, Staff Development, and Equipment List (Segment 1) | 20 pts |
| • Company Work Experience and Personnel (Segment 2) | 40 pts |
| • <u>Cost Proposal (Segment 3)</u> | <u>40 pts</u> |
| Maximum Weight: | 100 pts |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescure 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.

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

**Attachment C- Cost Proposal
Drywall Services
RFP 24-035**

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in RFP 24-035. 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.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below

| No. | Description | Estimated Quantity | Unit | Unit Cost | Extended Total |
|---|--|--------------------|--------|-----------|---------------------|
| 1 | Drywall Installer/Framer Regular Hourly Rate. | 500 | Hourly | \$51.00 | \$25,500.00 |
| 2 | Drywall Installer/Framer Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate. | 100 | Hourly | \$76.50 | \$7,650.00 |
| 3 | Drywall Helper Regular Hourly Labor Rate. | 500 | Hourly | \$45.00 | \$22,500.00 |
| 4 | Drywall Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate. | 100 | Hourly | \$67.50 | \$6,750.00 |
| 5 | Tape, Floating and Texturing Regular Hourly Labor Rate. | 500 | Hourly | \$51.00 | \$25,500.00 |
| 6 | Tape, Floating and Texturing Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate. | 100 | Hourly | \$76.50 | \$7,650.00 |
| 7 | Tape, Floating and Texturing Helper Regular Hourly Labor Rate. | 500 | Hourly | \$45.00 | \$22,500.00 |
| 8 | Tape, Floating and Texturing Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate. | 100 | Hourly | \$67.50 | \$6,750.00 |
| Annual Total: | | | | | \$124,800.00 |
| Information Only (The following will not be evaluated but will become part of the contract): Percent of Cost for Parts and Materials (shall not exceed 20%) | | | | | |
| Percent over cost: | | | | | 20.00% |

COMPANY NAME: Swinerton Builders

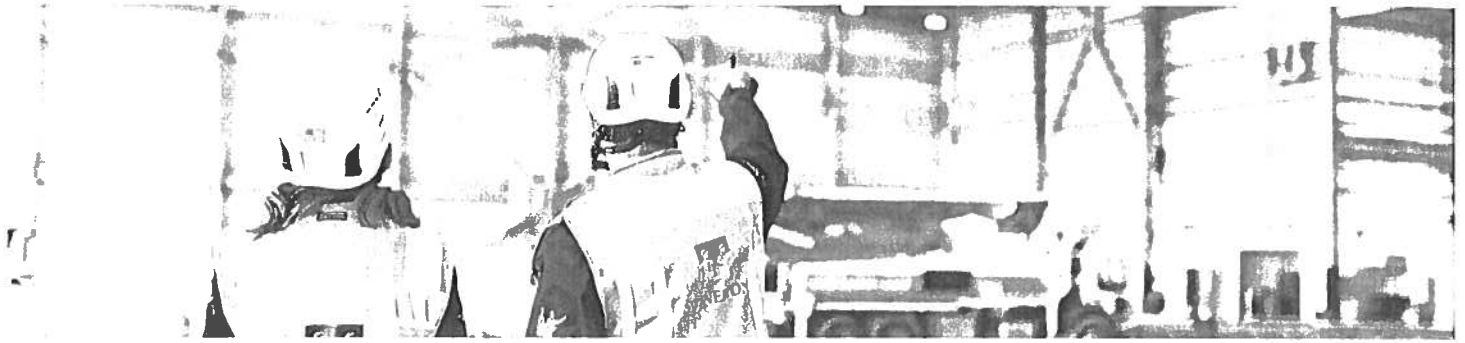
PRINTED NAME: Alison Satt

PHONE NUMBER: 512.585.0674

EMAIL ADDRESS: Asatt@Swinerton.com



SEGMENT 1 - RESPONDENT'S TRAINING,
STAFF DEVELOPMENT, AND EQUIPMENT LIST



RESPONDENT'S TRAINING, STAFF DEVELOPMENT, AND EQUIPMENT LIST

i. Training and Staff Development: Define in detail your training and staff development program. How does the training make each job successful? Detail your approach to customer service.

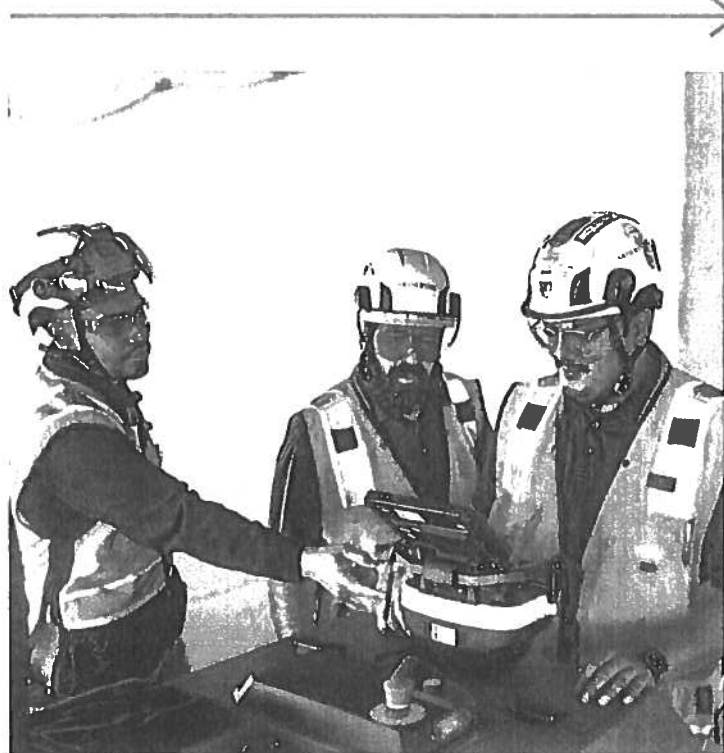
TRAINING FUNDAMENTALS

Here at Swinerton we are committed to our craft development through partnership with National Center for Construction Education & Research (NCCER) for our drywall apprenticeship program. This certification course allows our craft individuals to become journeymen after the completion of the program. The local training program includes classroom time, hands-on training at our Central Texas facility, and on-the-job training experience with our current ongoing projects. On our admin side, we are just as committed to training and developing through standardized training for all our employees that begins day-one of on-boarding.

ii. Equipment List: Describe your inventory of equipment and vehicles that will be used to support this contract. This inventory list shall provide line-item information of assets including equipment, brand, quantity, and age.

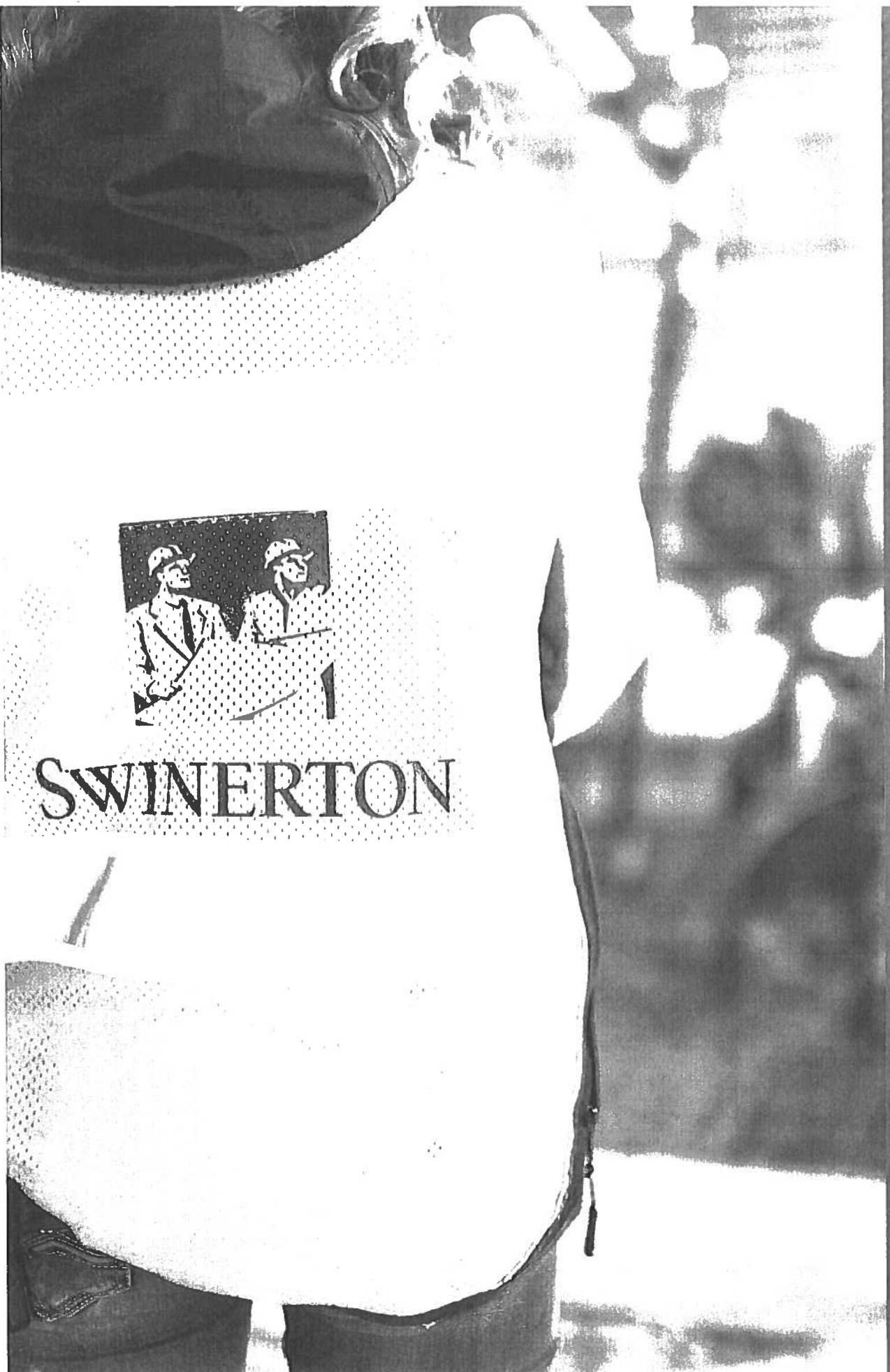
EQUIPMENT LIST

All hand tools, power tools, and equipment pertinent to our work's completion within framing, drywall, acoustical ceilings, doors/frames/hardware, and specialties scopes of work.



| EQUIPMENT/TOOL | QUANTITY |
|-----------------------------|----------|
| Chop Saw | 10 |
| Impact Screw Gun | 40 |
| Drywall Screw Gun | 40 |
| Drywall Router | 40 |
| Circular Saw | 12 |
| Grinder | 12 |
| Oscillating Tool | 12 |
| Reciprocating Saw | 12 |
| Roto hammer | 12 |
| JigSaw | 12 |
| Finish Nail Guns | 10 |
| Vacuums | 5 |
| Taping Knives Set | 5 |
| 360 Line Laser | 3 |
| Spinning Laser | 3 |
| Mobile Scaffold | 30 |
| Work Benches | 10 |
| 3' Step-Up Ladder | 10 |
| 4' Step-Up Ladder | 20 |
| 6' Ladder | 20 |
| 10' Ladder | 10 |
| Foreman F-150 Company Truck | 10 |

SEGMENT 2 - COMPANY WORK EXPERIENCE
AND PERSONNEL

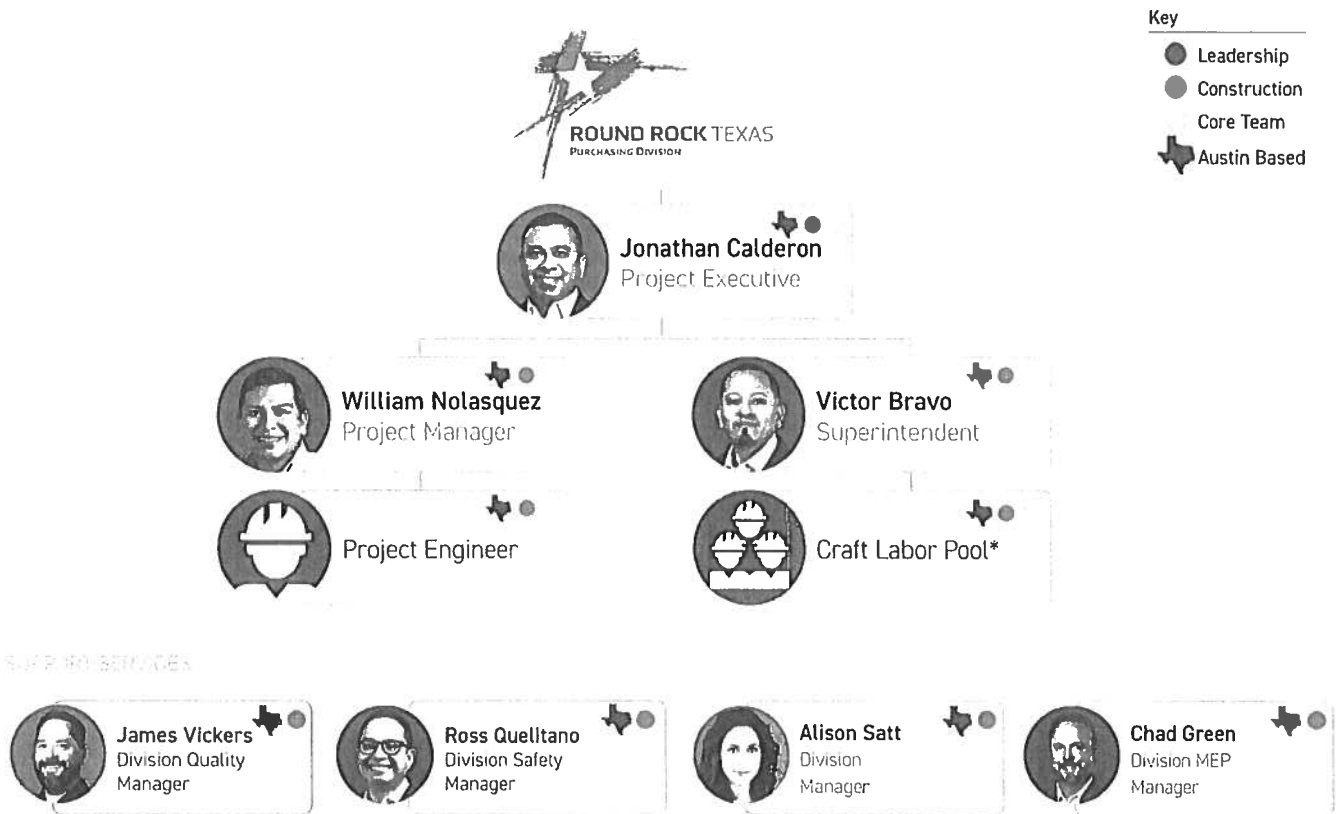


ii. Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.

The City of Round Rock will benefit from the experience of Swinerton's team. We propose a team who have many relevant projects over the past 10 years:

| | | | |
|---|---|---|---|
| Full-time on-site supervision at every project to enforce safety, quality, and efficiency | Skilled at all project delivery methods and accommodating change | Dedicated trades/craftspeople with direct control over schedule, safety, and quality | Teams are flexible and adaptable to change required to meet client needs |
|---|---|---|---|

The project team will consist of construction personnel to support the City's need for drywall services project. Leading Swinerton's team as the main point of contact will be Project Executive Jonathan Calderon. Project Manager William Nolasquez and Superintendent Victor Bravo will oversee the day-to-day construction operations including logistics planning, schedule development, cost control, and labor craft management. At any given time, the team has access to Swinerton's shared resources team who are subject matter experts in safety, scheduling, and quality assurance/control to provide the project team with a road map to discuss.



*Swinerton has a large number of craft personnel in the state of Texas that will be available for City of Round Rock projects. The number of craft laborers will be determined upon award of a specific project.

iv. Personnel: Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Specify the number of employees eligible to work on City of Round Rock projects.

32 craft personnel and 65 admin personnel are eligible to work with the City of Round Rock



William Nolasquez PROJECT MANAGER

William will serve as the direct conduit between the project team and the field. He will manage the budget and schedule by thinking through potential issues with solutions so they don't become problems for the client. He directs the efforts of the project engineer in planning and scheduling of construction resources, materials, manpower, permits, cost and document control so that the superintendent can focus on field operations and installations.

PROJECT EXPERIENCE

EDUCATION

Sam Houston State University, Bachelors in Construction Management

PERCENTAGE OF TIME TO A PROJECT
50%

CITY OF ROUND ROCK ELIGIBLE
Yes

Las Cimas TI - Drywall Services,
Austin, TX

Warehouse Phase 1 T&M - Drywall Services,
Taylor, TX

AUS20 TI - Drywall Services,
Austin, TX

Texas Facilities Commission,
1601 Congress Avenue*, Austin, TX

associated with previous firm

Helping Hand Home TI*,
Austin, TX

MedtoMarket TI*,
Austin, TX

Texas A&M University, Engineering
Medical Building*, Austin, TX

Morrison Foerster TI*,
Austin, TX

+30
additional projects



Victor Bravo SUPERINTENDENT

As Superintendent for Swinerton, Victor is responsible for the daily field operations on projects under his supervision. His responsibilities include completing projects on time and within budget, coordinating, supervising and scheduling craft labors' activities, and maintaining the high standard of quality that is recognized in all our projects. Victor is also the key person responsible for jobsite safety on the project.

PROJECT EXPERIENCE

CERTIFICATIONS

OSHA 30 Certified

NCCER

PERCENTAGE OF TIME TO A PROJECT
75%

CITY OF ROUND ROCK ELIGIBLE
Yes

Dell PS2.1 Lab Upgrades - Drywall Services,
Round Rock, TX

Southwest Airlines University - Drywall
Services, Austin, TX

AUS20 TI - Drywall Services,
Austin, TX

Warehouse Phase 1 T&M - Drywall Services,
Taylor, TX

Warehouse Phase 1 T&M - Drywall Services,
Taylor, TX

Brookfield TI Drywall - Services,
Austin, TX

Tricentis TI - Drywall Services,
Austin, TX

Unity TI - Drywall Services,
Austin, TX

+47
additional projects with Swinerton



Jonathan Calderon PROJECT EXECUTIVE

As Project Executive, Jonathan is responsible for the oversight planning and construction of the project. His responsibilities include supervising the construction effort, regular project reviews to ensure conformance to the contract obligations, and consultation with the project team should any major issues arise on the project.

PROJECT EXPERIENCE

Las Cimas TI - Drywall Services,
Austin, TX

Southwest Airlines University - Drywall Services,
Austin, TX

Warehouse Phase 1 T&M - Drywall Services,
Taylor, TX

Warehouse Phase 1 T&M - Drywall Services,
Taylor, TX

AUS20 TI - Drywall Services,
Austin, TX

Brookfield TI Drywall - Services,
Austin, TX

Dell PS2.1 Lab Upgrades - Drywall Services,
Round Rock, TX

Tricentis TI - Drywall Services,
Austin, TX

+64
additional
projects with
Swinerton

CERTIFICATIONS

OSHA 30 Certified

NCCER

PERCENTAGE OF TIME TO A PROJECT

25%

CITY OF ROUND ROCK ELIGIBLE

Yes

ADDITIONAL TEAM & IN-HOUSE SUPPORT SERVICES

In addition to the core team members, Swinerton has subject matter experts overseeing the projects to provide additional guidance and leadership.



Ross Quelitano DEPT. CHIEF SAFETY MANAGER

Ross develops site-specific safety plans that anticipate ways to engineer safe methods for work-related hazards for workers, jobsite visitors, tenants in adjacent buildings, and pedestrians. He collaborates closely with the project superintendent and our trade partners to sustain a strong safety culture, providing training and certification to our on-site project personnel, site-specific project personnel, and our trade partners.



James Vickers DIVISION QUALITY MANAGER

James manages our quality control and assurance program. He tracks subcontractor quality performances through Autodesk 360 Docs and reviews shop drawings and submittals to ensure work it complies with the contract documents. James manages testing and inspecting procedures for required materials and performs and documents construction quality assurance activities.

