



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

INVITATION FOR BID (IFB)

DELL DIAMOND STADIUM GATE REPAIRS

SOLICITATION NUMBER 15-005

JANUARY 2015

**CITY OF ROUND ROCK
INVITATION FOR BID
DELL DIAMOND STADIUM GATE REPAIRS**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks an agreement with a qualified Individual Firm, or Corporation herein after referred to as “Respondent”, to provide all labor, equipment and materials for gate repairs to the City’s Dell Diamond Stadium.
2. **ATTACHMENTS:** Attachment A through B is herein made part of this request for information:
 - 2.1 **Attachment A:** Bid Sheet
 - 2.2 **Attachment B:** Reference Sheet
3. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Deborah Knutson, CPPB
Purchaser
Purchasing Department
City of Round Rock
E-mail: dknutson@roundrocktexas.gov

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

4. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 4.1 The start date shall be within ten (10) days of notice to proceed given by the City. The completion date shall be thirty (30) calendar days from the start date. Due to the strict timeline and stadium schedule, it is required that all projects be completed in a timely efficient manner. Respondents are encouraged to assign multiple crews to various projects/tasks simultaneously to eliminate delays and meet deadline requirements.
 - 4.2 If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.

PART II
SPECIFICATIONS

1. **SCOPE OF WORK:** The Successful Respondent shall provide all labor, equipment and materials for the gate repairs specified herein.

2. **LOCATION:** The Dell Diamond stadium is located at:

**Dell Diamond Stadium,
3400 East Palm Valley Boulevard (Hwy. 79)
Round Rock, Texas 78665**

3. **BACKGROUND:** The City of Round Rock's Dell Diamond Stadium opened its doors on April 16, 2000. It is the home of the Round Rock Express, AAA affiliates of the Texas Rangers. Built on approximately 85 acres, the stadium has a seating capacity of 11,631. Due to the facility's exposure to the elements, the stadium's gated areas and hand rails are in need of repair.

4. **PROJECT AREAS:** The repair projects consist of eight (8) separate gated areas and/or hand rails in need of repair.

The Successful Respondent, in coordination with the City's Designated Representative, will need to locate electrical and water lines prior to work being performed. The City shall have the responsibility of locating the water lines and the Successful Respondent shall have the responsibility of locating the electrical lines. The Respondents shall be responsible for taking all measurements. The following is only a brief description of the areas in need of repair. A mandatory pre-solicitation meeting and site visit will be conducted to familiarize Respondents with the requirements (Part III, Section 3). During the mandatory Pre-Bid Conference, Respondents may ask questions, view each area and take comprehensive measurements. Respondents are encouraged to bring measurement equipment and any photography devices to assist in the bid preparation and design. The project areas shall be priced as separate line items, as per Attachment A, "Bid Sheet".

Upon submission of proposals, Respondents are encouraged to propose innovative and creative designs and materials that shall satisfy requirements. Materials selected should be resistant to long periods of exposure to the weather, or natural corrosion and designed/installed to avoid any vandalism and/or human-induced damage. Included in this requirement, Respondent shall provide a general explanation of materials selected for each project and identify any advantages and/or limitations for the material. Respondent may include drawings, photographs and/or printed materials to provide a clear explanation of the material and the fabrication (Part IV, Attachment A).

4.1. Area 1: Staircase cane guards located at the bottom of the Clubhouse stairs and Player's gate stairs

Replace rusted cane guard pipe and legs. Remove entire staircase cane guard/railing, core out cement, replace entire staircase, set in new cement and bring level with existing cement and/or create a dome to prevent water pooling at the base of each pipe cane leg. The railing will be primed and painted by Dell Diamond staff.

4.2. Area 2: Player's gate

Stabilize top of gate.

4.3. Area 3: Center field gate

Note: Electrical lines will need to be located in this area prior to work being performed.

Two existing posts, set in concrete, will possibly need to be removed, reinforced and placed at a deeper depth for more stabilization. One (1) large existing hinged gate will need to be replaced, so entrance will accept two (2) new gates. The two (2) new gates shall include: one (1) new sliding gate and one (1) new hinged gate with a drop rod to swing outward.

4.4. Area 4: Center field ramp railing

Replace designated rusted cane guard pipe and legs. Remove labeled staircase cane legs, core out cement, replace cane leg, weld and/or attach to existing staircase, set in new cement and bring level with existing cement and/or create a dome to prevent water pooling at the base of each pipe cane leg. Respondent shall price each replacement leg to include all fabrication and installation. Not all canes will require replacing. The new canes and railing will be primed and painted by Dell Diamond staff.

4.5. Area 5: Install an inner cage inside indoor batting cage for storage

Inner cage shall be approximately eight (8) foot tall x six (6) foot deep x eighteen (18) lineal feet with a swing gate at the end. Construction shall be of chain link wire fencing and floor plate connected (bolted / anchored) to existing cement floor.

4.6. Area 6: East side manual gate

Review existing cane rod and develop creative solution for a heavy duty cane/drop rod system to control gate. There is a major wind load present on this gate.

4.7. Area 7: Rear delivery gates

The current gates are electrically operated. New proposed gates shall continue to be operated electronically. The existing gate has a large opening at the bottom due to elevation profile. Existing or new proposed gate(s) will require repositioning to follow the contour, elevation and grade of the property. Current opening is widespread to allow access for larger equipment and to accept deliveries. Respondents shall consider overall span of the opening, materials utilized, design and overall lineal feet, due to weight distance limitations and constraints. Swing gates shall be used, as there is inadequate room for sliding gates, and the wind load is too high for lift gates. Wind screens cannot be used due to the wind load. Gate posts will require reinforcement for long term stabilization. Respondent shall review existing equipment to make a determination if present equipment will require replacement or if current equipment/material may be recovered and repurposed for cost savings.

4.8. Area 8: Employee gate at back dock

Gate will require reconstruction and extend the current standard existing opening to allow access large enough for a standard golf cart to enter/exit. The current latch will need to be replaced to allow for pad lock use.

5. 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:

- 5.1.** Be firms, corporations, individuals or partnerships normally engaged in providing gate repair and/or replacement services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;

- 5.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs;
 - 5.3. 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 procurement process;
 - 5.4. Provide trained, proficient, uniformed personnel on site who shall perform the services in a timely, professional, courteous and efficient manner;
 - 5.5. 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;
 - 5.6. Take all measures necessary to ensure that all their employees comply with all rules and regulations of the City and all Federal, State and local rules, laws and regulations.
6. **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:
 - 6.1. 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 the services;
 - 6.2. 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. In case of conflict, the most stringent safety requirement shall govern.
7. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services without prior written consent of the City. Respondents using subcontractors shall provide the name, contact information for each subcontractor and a reference sheet (see Attachment B) at bid submission for approval.
8. **POINT OF CONTACT:** Respondent shall provide the City with a designated and identified point of contact upon award of the contract, in order to ensure customer satisfaction and assist with any complications of the project. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

The City's designated representative shall be:

Pete Dominguez
Facilities Manager
General Services
Phone: 512-341-3144
E-mail: pdominguez@roundrocktexas.gov
9. **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, and costs associated with obtaining permits, and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

10. **WARRANTY:** All work performed shall have a warranty beginning on the date of completion of repair. Respondent shall provide the warranty information with bid submission.
11. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
12. **DELIVERY:** It shall be the responsibility of the Respondent to make all arrangements for delivery, unloading, receiving and storing of all materials. The City will not assume any responsibility for shipping or receiving equipment or materials. All shipping and/or freight costs shall be included in the bid price.
13. **CLEAN UP:** At the completion of the repairs, the Respondent shall restore, to its former condition, all aspects of the project site. The Respondent shall remove any surplus and waste materials from the site resulting from operations upon completion of each work day, and shall leave involved work areas in neat, clean and acceptable condition. The Respondent shall comply with all local, state and federal regulations and laws for the proper disposal of waste materials.
14. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The vendor will be notified within this time frame if the services delivered are not in full compliance with the specifications. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
15. **ADDITIONAL INFORMATION REQUESTED:**
Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), Inter-local Agreement, General Services Administration (GSA) contract, or any other contractual resource.

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	January 16, 2015
Mandatory Pre-Solicitation meeting / site visit	January 27, 2015 @ 10:00 AM, CST
Deadline for submission of questions	January 29, 2015 @ 5:00 PM, CST
City responses to questions or addendums	February 2, 2015 @ 5:00 PM, CST
Deadline for submission of responses	February 5, 2015 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. All questions submitted and the City's response to the questions shall be posted in the form of an addendum on the City's website at <http://www.roundrocktexas.gov/bids>, and the State of Texas Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>. Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> and/or the State's Electronic State Business Daily (ESBD) at <http://elbd.cpa.state.tx.us/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, 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.

3. **MANDATORY PRE-SOLICITATION MEETING / SITE VISIT AND INSPECTION:** A pre-solicitation meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-solicitation meeting / site visit will be conducted on the date specified in the schedule of events (Part III, Section 1).
 - 3.1 Attendance at the pre-solicitation meeting / site visit is mandatory. Respondents shall sign-in at the pre-solicitation meeting / site visit to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-solicitation meeting / site visit which shall be held at:

**Dell Diamond Stadium,
United Heritage Center Entrance
3400 East Palm Valley Boulevard (Hwy. 79)
Round Rock, Texas 78665**

On-Site Cell Phone: 512-801-6989

A City representative will carry the above listed cell phone during the pre-solicitation meeting / site visit to assist attendees with directions.
 - 3.2 Respondents are encouraged to bring a copy of the solicitation document with them to the pre-solicitation meeting / site visit.
 - 3.3 It is the responsibility of the Respondent to examine each repair and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.

4. **RSVP:** Providing an RSVP is not mandatory, but should Respondent wish to inform the City of an interest to attend the mandatory pre-solicitation meeting / site visit, submit RSVPs to:

**Deborah Knutson, CPPB
Purchaser
City of Round Rock
E-mail: dknutson@roundrocktexas.gov**

5. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted above to the Purchasing Department. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Deborah Knutson, CPPB
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**
 - 5.1 Responses received after this time and date shall not be considered.
 - 5.2 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".

- 5.3 Facsimile or electronically transmitted responses are not acceptable.
 - 5.4 Late responses will be returned to Respondent unopened if return address is provided.
 - 5.5 Responses cannot be altered or amended after opening.
 - 5.6 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 5.7 The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - 5.8 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
6. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 6.1 Purchase price;
 - 6.2 Reputation of Respondent and of Respondent's goods and services;
 - 6.3 Quality of the Respondent's goods and services;
 - 6.4 The extent to which the goods and services meet the City's needs;
 - 6.5 Respondent's past performance with the City;
 - 6.6 The total long-term cost to the City to acquire the Respondent's goods or services;
 - 6.7 Any relevant criteria specifically listed in the solicitation.
- Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.
7. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
8. **POST AWARD MEETING:** The City and Respondent may have a post award meeting to discuss, but not be limited to the following:
- 8.1 The method to provide services performed from the contractor;
 - 8.2 Provide City contact(s) information for implementation of agreement;
 - 8.3 Identify specific milestones, goals and strategies to meet objectives.
9. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

City of Round Rock
Dell Diamond Stadium Gate Repairs
IFB No. 15-005
Class/Item: 330-00 / 658-00 / 936-37 / 988-15
January 2015

10. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and 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.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and three (3) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

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

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Respondents shall include a separate worksheet for each area as an additional attachment. Each worksheet shall be itemized, tabbed by area/project and shall provide a detailed and comprehensive itemized list of all materials (type of steel, coatings, finish, weight, class, size, dimension, gauge, thickness, schedule, etc.) and a comprehensive explanation on the scope of activities and installation services. Information shall include, but is not limited to, fabric, type of material (coating/zinc galvanizing process, posts (end, corner, pull, line, gate, top rails, weight per linear feet, etc.), post spacing, stretch bars, stretch bands, gate hardware, gate hinges, and latches. Respondent shall include any information on the setting of posts, proper depth to carry load, tamping, type of cement (American Society for Testing and Materials (ASTM)), cement strength, recommended curing period, and any installation specifics. Respondent may include drawings, photographs and/or printed materials for each area, to provide a clear explanation of the material utilized and the fabrication/installation process.

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

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

City of Round Rock
 Dell Diamond Stadium Gate Repairs
 IFB No. 15-005
 Class/Item: 330-00 / 658-00 / 936-37 / 988-15
 January 2015

ATTACHMENT A: BID FORM
PURCHASING DEPARTMENT
 221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	Solicitation Number:	#15-005	RESPONDENT INFORMATION	Tax ID Number:	_____
	Solicitation Name:	Dell Diamond Stadium Gate Repairs		Business Name:	_____
	Opening Date:	February 5, 2015		Address:	_____
	Opening Time:	On or Before 3:00 PM CST		Address:	_____
	Opening Location:	City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664		Contact:	_____
				Telephone:	_____
		E-mail:	_____		
		Website:	_____		

How did you hear about this solicitation?	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other
---	--

IMPORTANT NOTE: In addition to this bid sheet, Respondents shall include a separate worksheet for each area as an additional attachment (Part IV, Attachment A).

Item #	Description	Quantity	Unit Price	UOM	Extended Price
1	Area 1: Staircase cane guards (Part II, Section 4.1)	1		Each	
2	Area 2: Player's gate (Part II, Section 4.2)	1		Each	
3	Area 3: Center field gate (Part II, Section 4.3)	1		Each	
4	Area 4: Center field ramp railing (price per leg) (Part II, Section 4.4)	1		Each Leg	
5	Area 5: Install an inner cage inside the batting cage for storage (Part II, Section 4.5)	1		Each	
6	Area 6: East side manual gate (Part II, Section 4.6)	1		Each	
7	Area 7: Rear delivery gates (Part II, Section 4.7)	1		Each	
8	Area 8: Employee gate at back dock (Part II, Section 4.8)	1		Each	

ACKNOWLEDGEMENTS	By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:	
	<ul style="list-style-type: none"> • That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. • The respondent is not currently delinquent in the payment of any debt owed to the City. 	
	Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.	
	The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in <u>Part III, Section 10</u> of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies? <input type="checkbox"/> Yes <input type="checkbox"/> No Response shall include one (1) signed original and three (3) copies of response.	
	_____ Printed Name	_____ Authorized Signature
		_____ Date
	Failure to sign response will disqualify response.	

**ATTACHMENT B:
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

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

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

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

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