



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

INVITATION FOR BID

WATER TANK INSPECTION SERVICES

SOLICITATION NO. 15-036

AUGUST 2015

CITY OF ROUND ROCK
INVITATION FOR BID
HOUSEHOLD HAZARDOUS WASTE
COLLECTION AND DISPOSAL SERVICES
PART I
GENERAL

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks quotes to establish a multiple year contract from a qualified person, firm or corporation, herein after “Respondent” experienced in water tank inspection services to provide full, services inclusive of necessary equipment and labor to perform condition surveys of the City’s potable water tank storage tanks, herein after “Services”.
2. **BACKGROUND:** The City has a total of twenty-one (21) water storage tanks consisting of eighteen (18) each, potable water tanks, one (1) each, hydro tank, one (1) each, reuse clearwell tank, and one (1) each, reuse elevated tank that are located in within the city limits of Round Rock, Texas.
3. **ATTACHMENTS:** Attachments A through D and Exhibit A are herein made part of this invitation for bid:
 - 3.1. Attachment A: Bid Form
 - 3.2. Attachment B: Bidders Questionnaire
 - 3.3. Attachment C: Reference Sheet
 - 3.4. Attachment D: Addendum Acknowledgment Form
 - 3.5. Exhibit A: TCEQ – Potable Water Storage Tank Inspection Form
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM
Purchaser
City of Round Rock
Purchasing Department
E-mail: mschurwon@roundrocktexas.gov

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

5. **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 water tank inspection 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 equipment and tools Respondent deems necessary to provide water tank inspection services. The City shall not be responsible for any Respondent’s equipment, tools, or materials lost or damaged during the performance of the services specified herein;
 - 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;

6. **SUBCONTRACTORS:** Respondent may subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in water tank inspection services.
7. **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.
8. **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:
 - 8.1. 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 these services;
 - 8.2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 8.3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
9. **PRICING:** The Respondent shall determine a 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.
10. **PRICE INCREASE:** Contract prices for water tank inspection services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.
 - 10.1. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>
 - 10.2. **Procedure to Request Increase:**
 - 10.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299
 - 10.2.2. Upon receipt of the request, the City reserves the right to either; accept the escalation and make change to the purchase order within thirty (30) days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

11. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 11.1. The term of the initial Agreement shall begin from date of award and shall remain in full force for thirty six (36) months.
 - 11.2. The agreement may be renewed for two (2) additional twelve (12) month, provided both parties agree in writing prior to the expiration of the current term.
 - 11.3. The City reserves the right to review the awarded respondents' performance anytime during the contract term.
 - 11.4. If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to 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.

12. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City, the City representative shall determine what additional services are to be performed, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and vendor may be charged liquidated damages.

PART II
SPECIFICATIONS

1. **SCOPE:** This specification describes a service to accurately assess the integrity of the structure and coating system of water storage tanks. Services shall include all labor and equipment necessary to perform condition surveys of all the City's eighteen (18) each, potable water tanks, one (1) each, hydro tank, one (1) each, reuse clearwell tank, and one (1) each, reuse elevated tank.
2. **STATEMENT OF INTENT:** This specification covers only the general requirements as to the performance and certain details to which the successful bidder shall conform.
3. **ADDITIONS/DELETIONS:** Tanks may be added or deleted during the term of the agreement. Prices bid to perform condition surveys shall be used for adding or deleting tanks.
4. **BIDDER QUALIFICATIONS:** The opening of a bid will not be construed as the City's acceptance of such bidder as qualified and responsible. All bidders shall
 - 4.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 4.2. Have adequate organization, facilities, equipment, and personnel to ensure prompt an efficient service to perform condition surveys of the City's potable water storage, hydro, reuse clearwell, and reuse elevated tanks.
 - 4.3. Provide the name, address, telephone number, and point of contact of at least three firms that have utilized similar services for at least two years. References may be checked prior to an award. Any negative responses may result in disqualification of respondent's bid response.
 - 4.4. Identify any subcontractors to be used for this service. Experience, qualifications, and a minimum of at least three references of the subcontractors shall be submitted. The City retains the right to approve or disapprove all subcontractors prior to any work being performed.
5. **TANK SERVICE REQUIREMENTS:** All tanks to be serviced are located in Round Rock, Texas and are listed as follows:

<u>Tank Locations:</u>	<u>Type:</u>	<u>Capacity:</u>
Westinghouse – 251 Westinghouse Rd.	SP	0.10
Stone Oak – 4300 Stone Oak	SP	1.00
Barton Hill - 1010 Rabbit Hill Rd	CET	2.70
Chandler/Meadows – 2104 Buckeye Lane	ST - Elev. (7 Leg)	0.75
Bowman – 505 Bowman Rd.	GS	0.50
Lake Creek – 300 S. Burnet	GS	0.50
McNeil – 1331 Trey Street	GS	0.75
Chisholm Valley – 2410 Frontier Trial	CET	1.25
S.E. Elevated – 2399 Sycamore Trail	GS	2.50
S.E. Elevated – 2511 Double Creek	ST - Elev. (8 Leg)	0.75
South 81 – 2323 S. Mays	CET	1.25
Vista Heights – 4000 Orion	SP	1.00
High Country – 2501 High Country Blvd.	CET	1.25
1431 Elevated – 3311 RR 1431	CET	2.00
Clearwell #1 – 5200 N IH-35	GS	1.00
Clearwell #2 – 5200 N IH-35	GS	2.00
Clearwell #3 – 5200 N IH-35	CGS	2.00

<u>Tank Locations: (Continued)</u>	<u>Type:</u>	<u>Capacity:</u>
Clearwell #4 – 5200 N IH-35	CGS	1.50
Stone Oak-Hydro – 4300 Stone Oak	PT	0.20
Reuse Clearwell – 3939 Hwy 79	CGS	1.00
Reuse Elevated – 4620 College Park Dr.	CET	1.25

GS = Ground Storage, SP = Standpipe, ET = Elevated, CGS = Concrete Ground Storage
 CET = Composite Elevated, PT = Pressure Tank, ST = Steel Elevated

- 6. SERVICE RESPONSIBILITIES:** The successful bidder for water tank inspection services shall provide all personnel, material, and equipment required to complete inspections by the completion date as well as be responsible for:
- 6.1.** Coordinating with the City to establish best work schedule, location of tanks, and other obstacles and discuss any changes and/or delays with the project completion.
- 7. TANK INSPECTION AND CONDITION SURVEY:** The vendor shall provide inspections an evaluation necessary to meet and exceed the Texas Administrative Code of TCEQ Chapter 290.46(f)(3)(D)(ii), Subchapter D of the Texas Commission on Environmental Quality's Rules and Regulations for Public Water Systems. The overall survey shall provide information and data that supports the assessment given for each tank. The following components of each tank to be inspected shall include:
- 7.1.** Exterior – Access to the area listed will be obtained from the roof/shell access ladder, extension ladder and with the aid of field binoculars.
- 7.1.1.** Foundation
 - 7.1.2.** Protective coating condition
 - 7.1.3.** Water level indicator
 - 7.1.4.** Overflow pipe and flap valve
 - 7.1.5.** Access Ladder
 - 7.1.6.** Roof
 - 7.1.7.** Air Vent
 - 7.1.8.** Cathodic Protection Anode plate covers
 - 7.1.9.** Roof hatch
 - 7.1.10.** Manway
- 7.2.** Internal
- 7.2.1.** Protective coating condition
 - 7.2.2.** Internal appendages
 - 7.2.3.** Interior access ladder
 - 7.2.4.** Roof and support system
 - 7.2.5.** Floor
 - 7.2.6.** Shell
 - 7.2.7.** Water quality

NOTE: Refer to TCEQ – Potable Water Tank Storage Tank Inspection Form, Exhibit A.

8. **DATA:** The information and data obtained from the interior and exterior inspection shall be used in the evaluation of each tank and applicable components. Items listed in the TCEQ Inspection Form shall be addressed as in-compliance, out-of-compliance or potential problem areas.
 - 8.1. Any areas that are out-of-compliance shall be noted and recommended for repairs.
 - 8.2. Exterior dry film thickness readings (DFT) of the coated metal surfaces shall be taken.
 - 8.3. Still photographs and video showing highlights of the tank components being inspected shall be provided.
9. **REPORT:** Two technical reports shall be provided complete with description, TCEQ status, required repairs of each tank along with narrated video (DVD) and photographs (Digital).
 - 9.1. The report shall include recommendations for repair and compliance to OSHA, TCEQ regulations and AWWA standards.
10. **MOBILIZATION:** All work shall be conducted and billed as shown above. If all tanks are not available on a consecutive basis an additional mobilization fee may be charged only if the fees were identified in bidders quote.
11. **CONDITIONS:** The City of Round Rock shall coordinate and provide means to turn pumps off during the underwater operation, if possible. This condition shall not affect the cost of service.
12. **TIME OF PERFORMANCE:** All annual inspection visits shall be scheduled with the Utility Department and completed by September 30, of each year.

NOTE: All City of Round Rock annual water tank inspections for 2015 have been completed to date.

13. **SITE VISIT:** A pre-bid site inspection of the City of Round Rock water tank locations is suggested to fully acquaint bidders with the site conditions as they exist for full comprehension of the individual water tank facilities, difficulties and/or restrictions attending the specific work. All bidders interested in attending the site visit are to meet on Wednesday, September 9, 2015, @ 10:00 a.m. at: City of Round Rock, Barton Hill – 1010 Rabbit Hill Rd., Round Rock, Texas 78664.

14. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

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

Buddy Franklin
Utility Support Superintendent
City of Round Rock
5200 N IH-35 – Water Plant
Round Rock, TX 78664

15. 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.

16. **PERMITS:** The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

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: Release Date	August 28, 2015
Site Visit: Optional	September 9, 2015 @ 10 AM, CST
Deadline: For Submission of Questions	September 11, 2015 @ 5:00 PM, CST
Deadline: City Response to Questions	September 14, 2015 @ 5:00 PM, CST
Deadline: Submission of Bid Responses	September 21, 2015 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by **September 11, 2015, at 5:00 p.m., CST** on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <http://www.roundrocktexas.gov/bids>

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> 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. **SITE VISIT AND INSPECTION:** Respondent shall be responsible for conducting site visits and inspections of each site on their own to acquaint Respondent with the facilities, difficulties and/or restrictions inherent in the services specified.
- 3.1. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections and site visit.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **September 21, 2015, at 3:00 p.m., CST** on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock
 Purchasing Department – "City Hall Receptionist Desk, 1st Floor"
 Attn: Mike Schurwon, CPPB, CTPM
 Purchaser
 221 E. Main Street
 Round Rock, Texas 78664-5299

- 4.1. Sealed responses shall be clearly marked on the outside of packaging with your "company name", the solicitation title (Water Tank Inspection Services), solicitation number (IFB No. 15-036), due date, bid opening time, and "DO NOT OPEN".
- 4.2. Facsimile or electronically transmitted responses are not acceptable.
- 4.3. Responses cannot be altered or amended after opening.
- 4.4. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 4.5. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 4.6. Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

4. **BEST VALUE EVALUATION 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:
 - 5.1. Purchase price;
 - 5.2. Reputation of Respondent and of Respondent's goods and services;
 - 5.3. Quality of the Respondent's goods and services;
 - 5.4. The extent to which the goods and services meet the City's needs;
 - 5.5. Respondent's past performance with the City;
 - 5.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 5.7. 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 Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 8.1. The method to provide a smooth and orderly transition of services performed from the current 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.
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 two (2) 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 preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future IFB.

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.

Attachment B: Provide completed Bidders Questionnaire, which includes Contractor name, address, telephone, fax numbers, e-mail, date, number of years providing water tank inspection services, number of employees assigned to contract, and equipment list.

Attachment C: Provide completed Bidders Reference Sheet, which includes 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.

Attachment D: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

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), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

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 at: <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.

**ATTACHMENT C:
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: () _____

**ATTACHMENT D:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____