



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

**INVITATION FOR BID**

**Dell Diamond Baseball Field**  
**Wall Padding Replacement**

**SOLICITATION NO. 17-005**

**December 2016**

**CITY OF ROUND ROCK**  
**INVITATION FOR BID**  
**Dell Diamond Baseball Field - Wall Pad Replacement**

**PART I**  
**GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks formal written bids from companies experienced in producing and installing baseball field wall padding in major and minor league baseball stadiums.
2. **BACKGROUND:** The wall padding at the Dell Diamond has deteriorated in the past few seasons and the City is seeking bids to replace the padding. Respondents must meet or exceed all specs as described in this document as well as those discussed at the pre-bid meeting and site inspection.
3. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
  - 3.1 **Attachment A:** Bid Sheet
  - 3.2 **Attachment B:** Reference Sheet
  - 3.3 **Attachment C:** Addendum Acknowledgment Form
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

**Mike Schurwon, CPPB, CTPM**  
**Purchaser**  
**Purchasing Division**  
**City of Round Rock**  
**E-mail: [mschurwon@roundrocktexas.gov](mailto: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. Bidders 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 baseball field wall pad manufacturing and installation 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 Baseball Field Wall Padding Replacement: 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, and equipment respondent deems necessary and maintain sole responsibility for the maintenance and repair of respondent’s vehicles, equipment, tools and all associated costs. The City shall not be responsible for any respondent’s tools, equipment or materials lost or damaged during the performance of the services specified herein;
  - 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 shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing wall pad replacement for major and minor league baseball stadiums.
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 Bidders' obligations under this paragraph.
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, costs associated with obtaining permits, insurance, bonds and risk management.
10. **AGREEMENT TERM:** The terms of the awarded agreement/purchase order shall include but not be limited to the following:
  - 10.1 The term of the agreement/purchase order shall begin from date of award and shall remain in full force until the completion date of the Dell Diamond baseball stadium wall installation. All work must be completed by Friday, March 31, 2017.
  - 10.2 The City reserves the right to review the awarded respondents' performance anytime during the contract term.
  - 10.3 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.
11. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than two (2) working days. The awarded respondent will be notified within the time frame if the goods/services delivered and installed are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City, product shall be replaced at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

**PART II**  
**SPECIFICATIONS**

1. **SCOPE:** The City of Round Rock is seeking to contract with an experienced company for a turn-key installation to provide and install new wall pads in the Dell Diamond Baseball Stadium. Contractor will supply all labor, materials (except as noted) and equipment per the specified scope of services listed below.

**Services shall be performed at:**

**Dell Diamond Baseball Stadium  
3400 East Palm Valley Blvd.  
Round Rock, TX 78665**

2. **SCOPE OF SERVICES:**

**FIELD WALL PADS – Section 11481/ 11 68 53:**

**PART 1 – GENERAL**

**2.1 SUMMARY**

1. Plywood Backed Wall Pads
2. Sewn Wall Pads
3. Fence Post Pads
4. “L” Shaped Top Rail Pads
5. Guard Rail Pads

**PART 2 – PRODUCTS**

**2.1 ACCEPTABLE MANUFACTURERS**

- A. Manufacturer: Subject to compliance with requirements
1. **C & H Baseball, Inc.** 10615 Technology Terrace, Lakewood Ranch, FL (941) 727-1533; (941) 727-0588  
[info@chbaseball.com](mailto:info@chbaseball.com)
    - a. Model Number: PWP100Z or PWP200CLF
    - b. Model Number: SWPG
    - c. Model Number: FPP100
    - d. Model Number: LTRP100
    - e. Model Number: GRP

**2.2 MATERIALS**

- A. Vinyl Covering: Possible choices, Choose One:
- a. 18.5 oz per sq. yard coated polyester vinyl, base fabric 1,000 Denier Polyester, Grab Tensile strength, 410lbs, Strip Tensile Strength 300 lbs, Adhesion 12 x 10 lbs per inch, Abrasion Resistance 400 cycles, Hydrostatic Resistance at least 600 lbs psi, Cold Crack -40 degrees F, High Temperature Resistance 180 degrees F. Flame retardant meeting NFPA 701 Flame Test. Colors available per manufacturer's standard selection or digitally printed using a six color digital printing process, as selected by Architect. Vinyl cover is stitched using 6.6 lb. Bonded nylon heavy twisted multifilament thread.

- b. 17.5 oz. per sq. yard laminated polyester vinyl, unbalanced coating – 10 mils top – 4 mils bottom. 1000 denier, Tear Strength Test: Warp 85 lbs., Fill 83 lbs., Tensile Strength: Warp 221 lbs., Fill 216 lbs., 9x9 weft insertions, Cold Crack -20 degrees F, Class A flame retardant. UV inhibitors. Colors available per manufacturer's standard selection.
- B. Filler Foam: 3" thick Polyurethane Foam Density, 1.5 – 1.7 lbs/cubic foot, Indention Load Deflection: 87.0 – 93.0 @ 25% (4"), Tear Strength 1.20 PLI Min, Tensile Strength 15.0 PSI Min, Elongation 75-125% Min. Passes flammability specifications for California T.B. 117 and NFPA 260,1989.
  - a. 1" thick Polyethylene Crosslink foam for Fence Post and "L" Shaped Top Rail Pads
  - b. 1" thick Polyurethane Open Cell Foam Density, 1.5 - 1.7 lbs/cubic foot, 87.0-93.0 for Guard Rail Pads
- C. Plywood: ¾" APA BC Exterior Grade plywood or better. Painted on both sides.
- D. Attachments:
  - a. Plywood Back Wall – Concrete Anchors, extruded aluminum Z Channel or wood screws as specified by architect.
  - b. Chain Link Fence – 2" Vinyl flap with #3 grommets every 12" O.C. at top and bottom of pad.
  - c. Fence Post Pads – 2" Vinyl flap with #3 grommets every 12" O.C. on sides of the pad.
  - d. "L" Shaped Top Rail Pads – 2" Vinyl flap with #3 grommets every 12" O.C. on ends.
  - e. Guard Rail Pads – 8" or 9" wide (typical) x 1" thick pad wrapped in vinyl; 2" Vinyl flap with #3 grommets every 12" O.C. running lengthwise on pad.

### 2.3 MANUFACTURED UNITS

- A. Field Wall Pads: Vinyl covering over filler foam. Mount to wall/fence using appropriate attachment.
- B. Sewn Wall Pads: Typically mounted to wall/fence and secured through brass grommets from grommet strip to grommet strip.
- C. Fence Post Pads: Typically covers the face of the fence post and the pad is secured through the brass grommets through the chain link mesh and fastened behind the fence.
- D. "L" Shaped Top Rail Pads: Typically covers the top of a chain link fence and the pad is secured underneath the top fence post and behind the top fence post.
- E. Guard Rail Pads: Typically wraps around pole or post and secured through brass grommets from grommet strip to grommet strip.

### PART 3 – EXECUTION

- A. Installed per manufacturer's recommendations and approved shop drawings.

### 3. 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.

### 4. 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.

### 5. 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 goods/services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

**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
IFB Solicitation Released	December 29, 2016
Pre-Bid Meeting & Site Inspection	January 06, 2017 @ 2:00 PM, CST
Deadline for Submission of Questions	January 11, 2017 @ 5:00 PM, CST
City Response to Questions	January 13, 2017 @ 5:00 PM, CST
Deadline for Submission of IFB	January 18, 2017 @ 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. 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:** Bidders shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **PRE-BID MEETING AND SITE VISIT:** A pre-bid site inspection will be conducted to fully acquaint prospective bidders with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting and site visit will be conducted on the date specified in the schedule of events (Part III, Section 1).

- 3.1 Attendance at the pre-bid meeting and site inspection is not mandatory. Bidders shall sign-in at the pre-solicitation meeting to document their attendance. Immediately following the pre-solicitation meeting, a site visit tour will be conducted to enable bidders to determine labor, equipment, supplies and materials necessary to perform the services specified herein.

Pre-bid meeting and site visit location:

**Dell Diamond Baseball Stadium  
3400 East Palm Valley Blvd.  
Round Rock, TX 78665**

- 3.2 Bidders will initially check in at the first base entrance to Dell Diamond Baseball Stadium, which is immediately adjacent to the team store.
- 3.3 Bidders are strongly encouraged to bring a copy of the solicitation document with them to the pre-solicitation meeting / site visit.
- 3.4 It is the responsibility of the bidder to examine each field and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

**City of Round Rock**  
**Attn: Mike Schurwon, CPPB, CTPM**  
**City Hall Receptionist Desk, 1<sup>st</sup> Floor**  
**221 E. Main Street**  
**Round Rock, Texas 78664-5299**

- 4.1 Sealed responses shall be clearly marked on the outside of packaging with the solicitation title, number, due date 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 Bidder's expense, and shall become the property of the City.

5. **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:

- 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.

Bidders 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.

6. **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>

7. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:

- 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
- 7.2 Provide City contact(s) information for implementation of agreement.
- 7.3 Identify specific milestones, goals and strategies to meet objectives.

8. **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.
  
9. **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 bidders in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and three (3) hard copies of the bid response requirements including any required attachments including one (1) electronic copy of the IFB response including any attachments on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Bidders 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 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 C:** Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

**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), 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**

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

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 Bidders 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.

**SOLICITATION INSTRUCTIONS**  
**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF SOLICITATION**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING**

**1. SOLICITATION REQUIREMENTS:**

- 1.1 Responding requires pricing per unit shown and extensions. If trade discount is shown on solicitation, it should be deducted and net line extensions shown. Respondents guarantees product offered will meet or exceed specifications identified in this Invitation for Bid (IFB).
- 1.2 Solicitations shall be submitted on Solicitation Sheet. Each response shall be placed in a separate envelope completely and properly identified. Responses must be in the Purchasing Department before the hour and date specified on the solicitation.
- 1.3 Late responses properly identified will be returned to respondent unopened. Late responses will not be considered.
- 1.4 Respond F.O.B. destination, freight, prepaid, & allowed unless otherwise specified on the solicitation. If otherwise, show exact cost to deliver.
- 1.5 Response shall show unit price on quantity and unit of measure specified, extension and show total. In case of errors in extension, unit prices shall govern. Responses subject to unlimited price increase will not be considered.
- 1.6 Submitted prices shall be firm for acceptance 30 days from solicitation opening date. "Discount from List" responses are not acceptance unless requested. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- 1.7 Responses shall give Tax Identification Number, full name and address of respondent. Failure to sign will disqualify response. Person signing response shall show title and authority to bind signatories firm in an agreement. Firm name should appear on each page in the block provided in the upper right corner. Business Entity shall be one (1) of the following: Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Government, or Non-profit, all others shall be specified. **INDIVIDUAL:** List name and number as shown on Social Security Card. **SOLE PROPRIETORSHIP:** List legal name followed by legal business name and Social Security Number. **ALL OTHERS:** List legal name of entity and Tax Identification Number (TIN).
- 1.8 Responses cannot be altered or amended after opening time. Any Alterations made before opening time shall be initiated by respondent or an authorized agent. No response can be withdrawn after opening time without approval of the CITY based on a written acceptable reason.
- 1.9 The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in response.
- 1.10 The City reserves the right to accept or reject all or any part of response, waive minor technicalities and award the response to best serve the interests of the City. Split awards may be made at the sole discretion of the City.
- 1.11 Consistent and continued tie responses could cause rejection of responses by the City and/or investigation for antitrust violations.
- 1.12 Telephone, facsimile, and electronically transmitted responses are not acceptable in response to the solicitation.
- 1.13 **CAUTION:** Solicitation invitation allows sufficient time for receipt of the preferred mail response. The City shall not be responsible for responses received late, illegible, incomplete, or otherwise non-responsive.

**2. SPECIFICATION:**

- 2.1 Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised under the provisions of Section 252.022 of the Texas Local Government Code. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered are requested to be made a part of the response. If respondent takes no exceptions to specifications or reference data in response, respondent will be required to furnish brand names, numbers, etc., as specified in the solicitation.
- 2.2 All items on the solicitation shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the solicitation. Verbal agreements to the contrary will not be recognized.
- 2.3 Samples, when requested, must be furnished free of expense to the City. If not destroyed in examination, they will be returned to the respondent, on request, at respondent expense. Each example should be marked with respondents' name and address, City solicitation number and code. Do not enclose in or attach to response.
- 2.4 The City will not be bound by any oral statement or representation contrary to the written specifications of the solicitation.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

3. **TIE RESPONSES:** In case of tie responses, the award will be made in accordance with Section 271.901 of the Texas Local Government Code.

**4. DELIVERY:**

- 4.1 Response shall show number of days required to place material in City's designated location under normal conditions. Failure to state deliver time obligates respondent to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Vendor list. (See 4.2 following.)
- 4.2 If delay is foreseen, Vendor shall give written notice to the City. The City has the right to extend delivery date if reasons appear valid. Vendor shall keep the City advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
- 4.3 No substitutions or cancellations permitted without written approval of the City.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the City, unless otherwise specified in the solicitation.

5. **INSPECTION AND TESTS:** All goods will be subject to inspection and test by the City to the extent practicable at all times and places. Authorized City personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests may be performed on samples submitted with the response or on samples taken from regular shipments. If the products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods, which have been delivered and rejected in whole or in part, may, at the City's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF AGREEMENT:** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the solicitation. Responses do not become agreements or purchase orders unless and until they are accepted by the City through its designees and an agreement or a purchase order is issued. The agreement or purchase order shall be governed, construed, and interpreted under the Charter of the City and the laws of State of Texas. All agreements or purchase orders are subject to the approval of the City Council or Manager.

7. **PAYMENT:** Vendor shall submit three (3) copies of an invoice showing the agreement or purchase order number on all copies.

8. **PATENTS AND COPYRIGHTS:** The Respondent agrees to protect the City from claims involving infringements of patents or copyrights.

9. **RESPONDENT ASSIGNMENTS:** Respondent hereby assigns to the purchaser any and all claims for overcharges associated with this agreement, which arise under the antitrust laws of the State of Texas. TX, Bus. And Comm. Code Ann. Sec. 15.01, et seq. (1967).

City of Round Rock  
Dell Diamond Baseball Field - Wall Padding Replacement  
IFB No. 17-005  
Class/Item: 909-17  
December 2016

10. **RESPONDENT AFFIRMATION:**

- 10.1 Signing the response with a false statement is a material breach of agreement and shall void the submitted response or any resulting agreements, and the Respondent shall be removed from all Vendor lists. By signature hereon affixed, the respondent hereby certifies that:
- 10.2 The respondent has not given, offered to give, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted response.
- 10.3 The respondent is not currently delinquent in the payment of any debt owed the City.
- 10.4 Neither the respondent nor the firm, corporation, partnership, or any entity represented by the respondent, or anyone acting for such firm, corporation, or entity has violated the antitrust laws of this State codified in Section 15.01 et. Seq. Texas Business and Commercial 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.
- 10.5 The respondent has not received compensation for participation in the preparation of the specification for the solicitation.

11. **NOTE TO RESPONDENTS:** Any terms and conditions attached to response will not be considered unless the respondent specifically references them on the front of the response form. **WARNING:** Such terms and conditions may result in disqualification of the response (e.g. responses with the laws of a state other than Texas requirements for prepayment, Limitations on remedies, etc.) The City of Round Rock can only accept responses which contain all the terms and conditions of its formal solicitation; in particular, all respondents' affirmations and certifications must be included. Submission of responses on forms other than City's form may result in disqualification of your response.

12. **INQUIRIES:** Inquiries pertaining to Solicitation invitations must give Solicitation number, codes, and opening date.

City of Round Rock  
 Dell Diamond Baseball Stadium - Wall Pad Replacement  
 IFB No. 17-001  
 Class/Item: 988-36  
 November 2016

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

<b>Solicitation Information</b>	Solicitation Number: <b>17-005</b>	<b>Respondent Information</b>	Tax ID Number: _____
	Solicitation Name: Dell Diamond Baseball Field - Wall Pad Replacement		Business Name: _____
	Opening Date: <b>January 18, 2017</b>		Address: _____
	Opening Time: <b>On or Before 3:00 PM CST</b>		Address: _____
	Opening Location: <b>City of Round Rock Purchasing Division 221 E. Main Street Round Rock, TX 78664</b>		Contact: _____
			Telephone: _____
	E-mail: _____		

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>

Item #	Item Description	Quantity <small>Estimated Annual</small>	Unit of <small>Measure</small>	Unit Price	Extended Price
<b>Dell Diamond Baseball Field - Wall Pad Replacement</b>					
1	Dell Diamond Baseball Stadium – Provide and install new baseball stadium wall padding	1,400	Ln. Ft.		
<b>Delivery in _____ Days</b>					

<b>Acknowledgements</b>	<p>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:</p> <ul style="list-style-type: none"> <li>• That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.</li> <li>• The respondent is not currently delinquent in the payment of any debt owed to the City.</li> </ul> <p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p> <p>The agreement of purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms and outlined in Part III, #9 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?</p> <p>Yes:_____ No:_____ <b>Response shall include one (1) signed original and one (3) copies of response.</b></p> <p>_____ Printed Name</p> <p>_____ Authorized Signature</p> <p>_____ Date</p> <p>Failure to sign response will disqualify response.</p>	
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**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.

**ATTACHMENT C:  
ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE:** If multiple addendums have been issued, Bidders 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:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_