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

INVITATION FOR BID

WATER METER BOXES & ANTI-FLOAT LIDS

SOLICITATION No. 14-018

JULY 2014

CITY OF ROUND ROCK

IFB NO. 14-018

WATER METER BOXES & ANTI-FLOAT LIDS

PART I

GENERAL

1. **PURPOSE**: The City of Round Rock herein after "City" seeks to establish a multiple year contract with a qualified person, firm or corporation, herein after "Respondent", to provide various sized water meter boxes and matching anti-float lids, compatible with remote read meters for use throughout the City's water supply system.

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. **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**.

4. **CLARIFICATION**: For questions or clarification of specifications, you may contact:

   Mike Schurwon, CPPB, CPTM
   Purchaser
   Purchasing Department
   City of Round Rock
   Telephone: 512-218-6682
   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 Division.

5. **QUALIFICATIONS**: The opening of a response shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:

   5.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.

   5.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.

   5.3. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted with solicitation documents. The City reserves the right to approve or disapprove all subcontractors, prior to any work being performed.

   5.4. Respondent shall possess ground maintenance experience; which includes manicured grass, shrubs, planting beds and tree maintenance.

   5.5. Provide the name, address, telephone number and e-mail of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar services of size and scope in the past (two) 2 years (Attachment A). 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.

6. **BEST VALUE EVALUATION AND CRITERIA**: All responses 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 or services;

   6.3. Quality of the Respondent's goods or services;

   6.4. The extent to which the goods or services meet the City's needs;

   6.5. Respondent's past relationship 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.

7. **AGREEMENT TERM**: It is the City's intent to structure the agreement as follows:

   7.1. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective award date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing.

   7.2. The City reserves the right to review the respondents' performance at any time and terminate all or part of the agreement, with or without cause or continue the agreement through the next period.

   7.3. If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give 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.

8. **AWARD**: The City reserves the right to accept or reject all or part of a response, waive minor technicalities and award the response to best serve the interests of the City. Split awards or non-award may be made at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement.

   NOTE: Award announcement will appear on the City's website at: **http://www.roundrocktexas.gov/bids**.

9. **PRICE INCREASE OR DECREASE:** A price increase or decrease to the agreement may be considered based on the following:

   9.1 The City may permit "unit price" adjustments upwardly or downwardly when correlated with the price index specified herein. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the solicitation opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index.

   9.2 Price adjustments for each renewal and extension periods will be based on the PPI: http://www.bls.gov/ppi/, TABLE 3: Producer price indexes for selected stage-of-processing groupings, seasonally adjusted [1982=100].

      9.2.1 The allowable percent change shall be calculated by subtracting the baseline index announced for the month in which the renewal option is exercised and dividing the result by the baseline index.

      9.2.1.1. A = Baseline index from month in which the solicitations opened or the month of the last approved price increase.

      9.2.1.2. B = Current and/or latest baseline index.

      9.2.1.3. "B" minus "A" then divided by "A". Multiply sum by 100% equals the percent of the allowable price increase or decrease, "C".

      C = [(B-A) divided by A] x 100 %

9.2.2 The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall be the maximum unit price adjustment permitted, except that the vendor may offer price decreases in excess of the allowable percent change.

9.3 Price increase cannot exceed 25% for the total cost and term of the agreement.

9.4 **PROCEDURE TO REQUEST INCREASE OR OFFER DECREASE**

9.4.1. Mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period.

Vendor shall supply supporting documentation as justification for each request to: City of Round Rock, Purchasing Department, Attn: Ric Bowden, Contract Specialist, 221 E. Main Street, Round Rock, Texas 78664-5299

9.4.2. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within thirty (30) days of the request, negotiate with the vendor or cancel the purchase order if an agreement cannot be reached on the value of the increase.

10. **ACCEPTANCE**: Inspection and acceptance of Services should not take more than five (5) working days from completion of said Services. The vendor will be notified within this time frame if the Services are in full compliance with the specifications. If the agreement is canceled for non-acceptance, the Services may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

11. **ORDER QUANTITY**: The quantities shown on the Solicitation form are estimates only. No guarantee of any minimum or maximum purchase quantity is made or implied. The City will only order the quantity of services needed to fulfill requirements, which may be more or less than indicated.

12. **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:

12.1. 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

12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

12.3. 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

12.4. 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.

13. **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 terminate by not providing a renewal contract or by providing the Vendor written notice of termination at the end of its then current fiscal year.

14. **CANCELLATION:** The City reserves the right to cancel the Agreement without penalty by providing 30 days prior written notice to the Vendor. Vendor shall provide the City with 120 days written notice prior to cancellation of the Agreement and shall continue services for a period of time not to exceed 120 days after written notification. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This Agreement is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

15. **DAMAGE:** The successful 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. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

16. **ENVIRONMENT:** It is the intent of the City to purchase goods and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

17. **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 Respondent(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.

18. **RIGHT TO AUDIT:**

18.1. The Respondent agrees that the representatives of the Office of the State Auditor or other authorized representatives of the City shall have access to, and the rights to audit, examine, or reproduce, and all records of the Respondent related to the performance under this Agreement. The Respondent shall retail all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Respondent are resolved, whichever is longer. The Respondent agrees to refund to the City any overpayments disclosed by any such audit.

18.2. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the City to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.

19. **TAX EXEMPTION:** The City of Round Rock is exempt from all Federal excise, State, and Local taxes unless otherwise stated in this document. The City claims exemption from all States and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemptions Certificates will be furnished upon request. Respondents shall not charge for said taxes. If billed, City will not remit payment until invoice is corrected.

20. **RESPONDENT RESPONSIBILITES**:

20.1. The respondent shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the City with satisfactory proof of its compliance.

20.2. The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase Order and in the Respondent's response in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and Local laws, rules and regulations.

PART II

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

1.1.	Solicitation released	**July 16, 2014**
1.2.	Deadline for questions	**July 22, 2014, 5:00 p.m., C.S.T.**
1.3.	City responses to all questions or addendums	**July 25, 2014, 5:00 p.m., C.S.T.**
1.4.	Deadline for Responses	**July 31, 2014, 3:00 p.m., C.S.T.**

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

All questions regarding the solicitation shall be submitted in writing by Monday, July 21, 2014, at 5:00 PM (CST) to Mike Schurwon, CPPB, CTPM, Purchaser; City of Round Rock by e-mail: **mschurwon@roundrocktexas.gov** on the date noted above. The City shall provide answers to all questions by Monday, July 23, 2014, at 5:00 p.m. (CST). The City shall not be responsible for failure of electronic equipment of operator error.

A copy of all the questions submitted and the City's response to the questions may be posted the City of Round Rock webpage, **http://www.roundrocktexas.gov/bids**.

2. **RESPONSE DUE DATE**: Signed and sealed responses are due no later than **3:00 PM, Thursday, July 31, 2014**, as noted above to the Purchasing Department. Mail or carry sealed responses to:

City of Round Rock
City Hall – Reception Desk
221 E. Main Street
Round Rock, Texas 78664-5299
Attention: Mike Schurwon - Purchaser

WATER METER BOXES & ANTI-FLOAT LIDS - **"DO NOT OPEN"**
IFB No. 14-018
Deadline: July 31, 2014, 3:00 pm

2.1. Responses received after this time and date shall not be considered.

2.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **"DO NOT OPEN"**.

2.3. Facsimile or electronically transmitted responses are not acceptable.

2.4. Late responses will be returned to Respondent unopened if return address is provided.

3. **RESPONSE REQUIREMENTS**: Respondent shall submit one (1) executed (signed) "Original" and two (2) copies of the bid response. Completed documentation shall include, at a minimum:

3.1. Itemized and signed solicitation document. **Failure to itemize solicitation may result in disqualification.**

3.2. ATTACHMENT A: Reference sheet that shall include the name, address, active telephone number and valid e-mail of at least three (3) firms applicable to Municipal and Government projects that have utilized similar services in the last two (2) years.

3.3. ATTACHMENT B: If addendums have been issued, bidder(s) should complete and return "Attachment B" with their response. Failure to do so may result in disqualification of bid response.

3.4. ATTACHMENT C: Bid Form No. 1

3.5. ATTACHMENT D: Bid Form No. 2

3.6. ATTACHMENT E: Bid Form No. 3

4. **POST AWARD MEETING**: The City and Respondent may conduct a post award meeting to discuss, but not limited to the following:

   4.1. City contact(s) information for implementation of agreement.

   4.2. Agreement terms and conditions.

   4.3. Performance Measures

PART III

SPECIFICATIONS

1. **SCOPE OF WORK**: Provide water meter boxes and lids in five (5) sizes to be used by the City of Round Rock water line maintenance. Unit(s) furnished to these specifications shall meet or exceed all requirements describes herein. Single wall water meter boxes and anti-float lids shall be used to house and protect various size remote read water meters from damage due to, but not limited to, ground collapse or traffic through the City's water supply system. Specifications cover only the general requirements as to the performance and design criteria of the water meter boxes and anti-float lids, as well as certain details to which the successful respondent shall conform. Respondents shall be responsible for furnishing equipment that meets or exceeds all of the requirements as set forth herein, as well as provide equipment that is designated for the intended application.

2. **APPROVED PRODUCTS LIST**: The water meter boxes listed have been pre-approved for compatibility and durability. Meter boxes currently pre-approved as outlined as follows:

   2.1 Meter Box with Lid (Anti-Float), Size A

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW36C-12-AF1EQA**

   2.2 Meter Box with Lid (Anti-Float), Size B

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW37C-12-AF1EQA**

   2.3 Meter Box with Lid (Anti-Float), Size C

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW38C-14-AF1EQA**

   2.4 Meter Box with Lid (Anti-Float), Size D

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW1730C-12-AF1EQA**

   2.5 Meter Box with Lid (Anti-Float), Size E

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW65C-14-AF1EQA**

   2.6 Meter Box Lid (Anti-Float) "ONLY" Size A

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW36C-12-AF1EQA-LID**

   2.7 Meter Box Lid (Anti-Float) "ONLY" Size B

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW37C-12-AF1EQA-LID**

   2.8 Meter Box Lid (Anti-Float) "ONLY", Size C

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW38C-14-AF1EQA-LID**

   2.9 Meter Box Lid (Anti-Float) "ONLY", Size D

   Use with single service for 5/8, 3/4 & 1 inch meters

   MFG: DFW Plastics, Inc., **#DFW1730C-12-AF1EQA-LID**

2.10 Meter Box Lid (Anti-Float) "ONLY" Size E

Use with single service for 5/8, 3/4 & 1 inch meters

MFG: DFW Plastics, Inc., **#DFW65C-14-AF1EQA-LID**

3. **FUNCTIONAL REQUIREMENTS:** The water meter boxes and lids shall:

3.1 Be equipped with an all-purpose flange around the top perimeter to allow the box to be installed in concrete, asphalt or other permanent material.

3.2 Have a crush resistant ribbing along the outside of the box and earth retaining ring to help prevent sinking or floating when installed in native soil.

3.3 Be engineered to withstand constricting ground pressures and withstand 20,000 pounds vertical crush load.

3.4 Be lightweight to enable one person to quickly and efficiently install the box.

3.5 Be equipped with a skid resistant, plastic anti-float lid that securely and evenly sets inside the box and shall not overlap the top edge of the box.

3.6 Have a minimum four-inch high pipe slot cut out(s).

4. **DIMENSIONS:** The water meter boxes and lids shall be rectangular in shape with the following dimensions:

4.1 Meter Box with Lid (Anti-Float), Size A

LID (Anti-Float): 10-3/16"W x 16-9/16"L

BOX – Outside Dimensions: 13-3/4"W x 18-7/8"L x 12"H

WALL – 3/8"

MFG: DFW Plastics, Inc., **#DFW36C-12-AF1EQA**

4.2 Meter Box with Lid (Anti-Float), Size B

LID (Anti-Float): 11"W x 17-3/4"L

BOX – Outside Dimensions: 14-3/4"W x 21"L x 12-1/2"H

WALL – 3/8"

MFG: DFW Plastics, Inc., **#DFW37C-12-AF1EQA**

4.3 Meter Box with Lid (Anti-Float), Size C

LID (Anti-Float): 17"W x 18"L

BOX – Outside Dimensions: 20-1/2"W x 21-1/2"L x 14"H

WALL – 3/8"

MFG: DFW Plastics, Inc., **#DFW38C-14-AF1EQA**

4.4 Meter Box with Lid (Anti-Float), Size D

LID (Anti-Float): 17-3/4""W x 30-5/8"L

BOX – Outside Dimensions: 21-1/4"W x 33-3/4"L x 12"H

WALL – 3/8"

MFG: DFW Plastics, Inc., **#DFW1730C-12-AF1EQA**

4.5 Meter Box with Lid (Anti-Float), Size E

LID (Anti-Float): 15-1/4"W x 26-7/8"L

BOX – Outside Dimensions: 18-3/4"W x 30-3/8"L x 14"H

WALL – 3/8"

MFG: DFW Plastics, Inc., **DFW65C-14-AF1EQA**

4.6 Option No.1:

Meter Box Lid (Anti-Float) **"ONLY"** Size A

Dimensions: 10-3/16"W x 16-9/16"L

MFG: DFW Plastics, Inc., **#DFW36C-12-AF1EQA-LID**

4.7 Option No. 2:

Meter Box Lid (Anti-Float) **"ONLY"** Size B

Dimensions: 11"W x 17-3/4"L

MFG: DFW Plastics, Inc., **#DFW37C-12-AF1EQA-LID**

4.8 Option No. 3:

Meter Box Lid (Anti-Float) **"ONLY"** Size C

Dimensions: 17"W x 18"L

MFG: DFW Plastics, Inc., **#DFW37C-12-AF1EQA-LID**

4.9 Option No. 4:

Meter Box Lid (Anti-Float) **"ONLY"** Size D

Dimensions: 17-3/4""W x 30-5/8"L

MFG: DFW Plastics, Inc., **#DFW1730C-12-AF1EQA-LID**

4.10 Option No. 5:

Meter Box Lid (Anti-Float) **"ONLY"** Size E

Dimensions: 15-1/4"W x 26-7/8"L

MFG: DFW Plastics, Inc., **#DFW65C-14-AF1EQA-LID**

5. **PROPERTIES:** The box shall be molded out of modified polyethylene material in accordance with the minimum ASTM specifications outlined below:

Properties	ASTM Test Method	Minimum Test Value
Tensile strength @ Yield	D638	2300 psi
Ultimate Elongation (%)	D638	765
Density	D1505	0.932
Flexural Modulus	D790	73,000 psi
Deflection Temperature	D648	88c @ 66 psi
Melt Index (dg/min.)	D1238 Cond. E	5.0
UV Stabilizer	Yes	NA

NOTES:

1. Polymer lid shall be constructed of ANTI-FLOAT polyethylene material.
2. Polymer lid shall have a molded key hole.
3. Polymer lid shall have a molded slide mount bracket for placement of AMR/AMI device.
4. Polymer lid shall be black and have a molded recycled emblem with a minimum of 50% Post-Consumer Recycled and 50% Post Industrial/Pre-Consumer Recycle Content.
5. Meter box shall be black and constructed out of modified polyethylene material for maximum durability and corrosion resistance.
6. Meter Box - Vertical and Lateral Load Rating shall be compliant with the following:
   a. AASHTO, Design Load of H-10; ASTM C857-12a, Design Load A-8, 8,000lbs, transferred through a 10" x 10" steel plated centered in the cover and body.
   b. AASHTO, Design Load of H-20; ASTM C857-12a, Design Load of A-16, 16,000lbs. transferred through a 10" x 20" steel plate centered on the cover and body.

6. AUTHORIZED CONTACT:

6.1. The City hereby designates the following representative(s) authorized to act in its behalf with regard to all purchases of water meter boxes and lids (anti-float) for the City of Round Rock – Utilities and Environmental Services as follows:

Mr. Rick Whisenant
Utility Inventory Specialist
City of Round Rock
Utilities and Environmental Services
910 Luther Peterson Place
Round Rock, TX 78665
Telephone: (512) 218-5570
E-mail: rwhisenant@roundrocktexas.gov

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, Governmental. 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 initialed 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 designates 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).

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.

ATTACHMENT A

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 point of contact of at least three (3) firms applicable to Municipal and/or Government projects that have purchased similar water meters boxes and lids for at least 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 solicitation.

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.

City of Round Rock

ATTACHMENT B
ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, BIDDER(S) SHOULD COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BID RESPONSE.

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:** _____

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

ATTACHMENT C - BID FORM No. 1
PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION

Solicitation Number:	**IFB No. 14-018**
Solicitation Name:	**Water Meter Boxes & Lids**
Opening Date:	**July 31, 2014**
Opening Time:	On or Before 3:00 PM CST
Opening Location:	City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664

RESPONDENT INFORMATION

Tax ID Number: _____

Business Name: _____

Address: _____

Address: _____

Contact: _____

Telephone: _____

E-mail: _____

Website: _____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?

☐ Newspaper ☐ City's Website ☐ E-mail Announcement ☐ ESBD ☐ Other

1st TIME RESPONDING TO THE CITY? ☐ Yes ☐ No

ARE YOU REGISTERED WITH VENDOR CENTRAL? ☐ Yes ☐ No Register at: roundrocktexas.gov/vendorcentral

Item #	Description	Unit Price	Unit of Measure	Extended Price
1	**Meter Box & Lid, Size A – Reference: DFW Plastics #DFW36C-12-AF1EQA**	140	EA	
2	**Meter Box & Lid, Size B - Reference: DFW Plastics #DFW37C-12-AF1EQA**	50	EA	
3	**Meter Box & Lid, Size C – Reference: DFW Plastics #DFW38C-14-AF1EQA**	250	EA	
4	**Meter Box & Lid, Size D – Reference: DFW Plastics #DFW1730C-12-AF1EQA**	50	EA	
5	**Meter Box & Lid, Size E – Reference: DFW Plastics #DFW65C-14-AF1EQA**	50	EA	

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:

- 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 Part I, #17 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

☐ Yes ☐ No **Response shall include one (1) signed "Original" and Two (2) copies of response.**

_____ _____ _____

Printed Name | Authorized Signature | Date

Failure to sign response will disqualify response.

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

ATTACHMENT D - BID FORM No. 2
PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION

Solicitation Number:	**IFB No. 14-018**
Solicitation Name:	**Water Meter Boxes & Lids**
Opening Date:	**July 31, 2014**
Opening Time:	On or Before 3:00 PM CST
Opening Location:	City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664

RESPONDENT INFORMATION

Tax ID Number: _____

Business Name: _____

Address: _____

Address: _____

Contact: _____

Telephone: _____

E-mail: _____

Website: _____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?

☐ Newspaper ☐ City's Website ☐ E-mail Announcement ☐ ESBD ☐ Other

1st TIME RESPONDING TO THE CITY? ☐ Yes ☐ No

ARE YOU REGISTERED WITH VENDOR CENTRAL? ☐ Yes ☐ No Register at: roundrocktexas.gov/vendorcentral

Item #	Description	Unit Price	Unit of Measure	Extended Price
6	Option No. 1 Meter Box Lid "ONLY", Size A – Reference: DFW Plastics #DFW36C-12-AF1EQA-LID	1	EA	
7	Option No. 2 Meter Box & Lid, Size B - Reference: DFW Plastics #DFW37C-12-AF1EQA-LID	1	EA	
8	Option No. 3 Meter Box & Lid, Size C – Reference: DFW Plastics #DFW38C-14-AF1EQA-LID	1	EA	
9	Option No. 4 Meter Box & Lid, Size D – Reference: DFW Plastics #DFW1730C-12-AF1EQA-LID	1	EA	
10	Option NO. 5 Meter Box & Lid, Size E – Reference: DFW Plastics #DFW65C-14-AF1EQA-LID	1	EA	

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:

- 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 Part I, #17 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

☐ Yes ☐ No **Response shall include one (1) signed "Original" and Two (2) copies of response.**

_____ _____ _____

Printed Name Authorized Signature Date

Failure to sign response will disqualify response.

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

ATTACHMENT E - BID FORM No. 3
PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION

Solicitation Number:	**IFB No. 14-018**
Solicitation Name:	**Water Meter Boxes & Lids**
Opening Date:	**July 31, 2014**
Opening Time:	On or Before 3:00 PM CST
Opening Location:	City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664

RESPONDENT INFORMATION

Tax ID Number: _____

Business Name: _____

Address: _____

Address: _____

Contact: _____

Telephone: _____

E-mail: _____

Website: _____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?

☐ Newspaper ☐ City's Website ☐ E-mail Announcement ☐ ESBD ☐ Other

1st TIME RESPONDING TO THE CITY? ☐ Yes ☐ No

ARE YOU REGISTERED WITH VENDOR CENTRAL? ☐ Yes ☐ No Register at: roundrocktexas.gov/vendorcentral

Item #	Description	Unit Price	Unit of Measure	Extended Price
11	**Option No. 6** **Brass Locking Mechanism – Reference: DFW Plastics #DFW-SBLOCK-XL**	25	EA	

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:

- 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 Part I, #17 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

☐ Yes ☐ No **Response shall include one (1) signed "Original" and Two (2) copies of response.**

_____ _____ _____

Printed Name | Authorized Signature | Date

Failure to sign response will disqualify response.