



**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**

**WATER METER BOX ANTI-FLOAT LIDS**

**SOLICITATION No. 16-005**

**NOVEMBER 2015**

**CITY OF ROUND ROCK**

**IFB NO. 16-005**

**WATER METER BOX 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 water meter box 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**  
**City of Round Rock - Purchasing Department**  
[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 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. 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 one (1) consecutive twelve (12) month period from the effective award date. The agreement may be renewed for one (1) additional period of time, not to exceed twelve (12) months, 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".
$$C = [(B-A) \text{ divided by } A] \times 100 \%$$
    - 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 retain 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 RESPONSIBILITIES:**
  - 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 November 25, 2015
  - 1.2. Deadline for questions December 2, 2015, 5:00 p.m., C.S.T.
  - 1.3. City responses to all questions or addendums December 3, 2015, 5:00 p.m., C.S.T.
  - 1.4. Deadline for Responses December 10, 2015, 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 Wednesday, December 2, 2015, at 5:00 p.m. (CST) to Mike Schurwon, CPPB, CTPM, Purchaser; City of Round Rock by e-mail: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov) on the date noted above. The City shall provide answers to all questions by Thursday, December 3, 2015, 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, December 10, 2015, as noted above to the Purchasing Department. Mail or carry sealed responses to:

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

**WATER METER BOX ANTI-FLOAT LIDS - "DO NOT OPEN"**  
**IFB No. 16-005**  
**Bid Opening Date: Thursday, December 10, 2015, 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, IFB 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: Bid Form
  - 3.3. ATTACHMENT B: 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.
  - 3.4. ATTACHMENT C: If addendums have been issued, bidder(s) should complete and return "Attachment C" with their response. Failure to do so may result in disqualification of bid response.

City of Round Rock  
Solicitation Number: IFB No. 16-005  
Water Meter Box Anti-Float Lids  
Class/Item: 890-40  
November 2015

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 box anti-float lids 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 water meter box 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 box 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 box lid listed have been pre-approved for compatibility and durability. Meter box lid currently pre-approved as outlined as follows:
  - 2.1 Black Polymer Anti Float, AMR/AMI Lid w/Rebar, Pickhole, & Single Knockout  
Size: 18-5/8" x 17-7/8"  
Height: 1-1/2"  
Width: 17"  
Length: 18"  
MFG: DFW Plastics, Inc., Series 38C, Meter Box Lid, Part #DFW38DW-AF1EPF1-LID  
NOTE: Use with single service for 5/8 x 3/4 Meter
  
3. **FUNCTIONAL REQUIREMENTS:** The water meter box lid shall:
  - 3.1 Polymer lid shall be constructed of ANTI-FLOAT polyethylene material
  - 3.2 Polymer lid shall have a molded pick hole pocket (3" x 9/16" x 1-1/4" Deep with 3/16" 304 SS Rod).
  - 3.3 *Polymer lid shall have one (1) MOLDED AMR/AMI hole (1.88 x 2.50"), recessed (4-5/8" x 1/4") deep.*
  - 3.4 Polymer lid shall have six (6) pieces of 1/2" rebar located in the lid for locate ability and resistance to floating.
  - 3.5 Polymer lid shall have no polymer hook to secure the polymer lid to the concrete meter box.
  - 3.6 Polymer lid shall seat securely and evenly inside and shall not overlap the edge of the concrete meter box.
  - 3.7 Polymer lid shall have molded tread-pattern for skid resistance. Tread dimensions shall be 0.188" x 0.938" x 0.150" deep.
  - 3.8 Polymer lid shall have "Water Meter" molded into the lid – Font shall be Std Fadal CNC Font with 1" characters x 0.150" deep.
  - 3.9 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 – Verified with a LEED product documentation.
  
4. **DIMENSIONS:** The water meter box lid shall be rectangular in shape with the following dimensions:
  - 4.1 Black Polymer Anti Float, AMR/AMI Lid w/Rebar, Pickhole, & Single Knockout  
Size: 18-5/8" x 17-7/8"  
Height: 1-1/2"  
Width: 17"  
Length: 18"  
MFG: DFW Plastics, Inc., Series 38C, Meter Box Lid, Part # DFW38DW-AF1EPF1-LID

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

<u>Properties</u>	<u>ASTM Test Method</u>	<u>Minimum Test Value</u>
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 have a molded key hole.
2. Polymer lid shall have a molded slide mount bracket for placement of AMR/AMI device.
3. 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. Upon award of a contract, the City hereby designates the following representative(s) authorized to act in its behalf with regard to all purchases of water meter box lids (anti-float) for the City of Round Rock – Utilities and Environmental Services upon award as follows:

Mr. Rick Whisenant  
Utility Inventory Specialist  
City of Round Rock  
Utilities and Environmental Services  
910 Luther Peterson Place  
Round Rock, TX 78665

**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).
- 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 C**  
**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:** \_\_\_\_\_

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

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

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

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