

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
WATER METER BOX ANTI-FLOAT LIDS FROM
NICOR, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS Agreement for purchase of water meter box anti-float lids, and for related goods and services, (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of February, 2016, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and NICOR, INC., whose offices are located at 100 Commons Road #7-355, Dripping Springs, TX 78620 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase water meter box anti-float lids, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Services Provider; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 16-005 dated November 2015, Class/Item: 890-40; (b) Services Provider's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving

preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The initial term of this Agreement is for twelve (12) months from the effective date hereof. After that initial term, this Agreement may be renewed for one (1) successive twelve (12) month period, under the same terms and conditions, only upon the express written agreement of both parties, and only provided that the Services Provider has performed each and every contractual obligation specified in this Agreement.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the IFB and Response to IFB submitted by Services Provider, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; SCOPE OF WORK

Items Awarded. All bid items on Exhibit "A" are awarded to Services Provider.

Scope of Work. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 16-005, Class/Item: 890-40 dated November 2015). Services Provider has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

Bid costs listed on page eleven (11), Attachment A: Bid Form of Exhibit "A," in the amount of **Two Hundred Forty-Six Thousand Nine Hundred and No/100 Dollars (\$246,900.00) per year**, shall be the basis of any charges collected by the Services Provider.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties 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.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service

performed that causes the payment to be late; or

- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all requirements as stated in the attached IFB, including all attachments and exhibits thereto, and Services Provider's bid response and as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Michael Thane
Director of Utility and Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664
(512) 218-3236

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written

assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then

pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Nicor, Inc.
100 Commons Road, #7-355
Dripping Springs, TX 78620

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephen L. Sheets, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Nicor, Inc.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



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

INVITATION FOR BID

WATER METER BOX ANTI-FLOAT LIDS

SOLICITATION No. 16-005

NOVEMBER 2015

EXHIBIT "A"

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

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 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

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

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

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

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

SOLICITATION INFORMATION	Solicitation Number: 16-005 Solicitation Name: WATER METER BOX ANTI-FLOAT LIDS Opening Date: December 10, 2015 Opening Time: On or Before 3:00 PM CST Opening Location: City of Round Rock Attention: City Hall Reception Desk 221 E. Main Street Round Rock, TX 78664	RESPONDENT INFORMATION	Tax ID Number: 93-0874984 Business Name: Nicor Inc. Address: 100 Commons Rd #7-355 Address: Dripping Springs, TX 78620 Contact: Jeff Cook Telephone: 707-484-0835 E-mail: jeffacook@nicorinc.net Website: www.nicorinc.net
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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.muniselfservice.com/Vendors/default.aspx>

Item #	Description	Quantity	Unit Price	Extended Price
1	Water Meter Box Anti-Float Lids Size: 18-5/8" x 17-7/8" x 1-1/2" Reference: DFW Plastics #DFW38DW-AF1EPF1-LID	6,000	\$41.15	\$246,900

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 bid response.

 Jeff Cook
 Printed Name
 Failure to sign response will disqualify response.



 Authorized Signature

12/5/15

 Date

ATTACHMENT B

RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 16-005

RESPONDENT'S NAME: Nicor Inc **DATE:** 12/4/15

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 box anti-float 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 | <u>City of Hanford</u> |
| | Name of Contact | <u>Johnathan Doyle PE/PLS</u> |
| | Title of Contact | <u>Project Manager</u> |
| | E-Mail Address | <u>jdoyle@cityofhanfordca.com</u> |
| | Present Address | <u>900 S. 10th Ave</u> |
| | City, State, Zip Code | <u>Hanford, CA 93230</u> |
| | Telephone Number | <u>(559) 585-2571</u> Fax Number: <u>()</u> |
| | | |
| 2. | Company's Name | <u>Powdersville Water District</u> |
| | Name of Contact | <u>Gordon Brush</u> |
| | Title of Contact | <u>Director of Finance and Administration</u> |
| | E-Mail Address | <u>gbrush@powdersvillewater.org</u> |
| | Present Address | <u>1719 Circle Rd</u> |
| | City, State, Zip Code | <u>Easley, SC.29640</u> |
| | Telephone Number | <u>(864) 404-2104</u> Fax Number: <u>()</u> |
| | | |
| 3. | Company's Name | <u>City of North Miami Beach</u> |
| | Name of Contact | <u>Karim Rossy</u> |
| | Title of Contact | <u>Utilities Engineering Manager</u> |
| | E-Mail Address | <u>karim.rossy@citynmb.com</u> |
| | Present Address | <u>17050 NE 19th Ave.</u> |
| | City, State, Zip Code | <u>North Miami Beach, FL 33162</u> |
| | Telephone Number | <u>(305) 948-2890 Ext 7915</u> Fax Number: <u>(305) 957-3502</u> |

NOTE: 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 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): Nicol Inc

Signature (in ink): Jeff Cook

Name (Typed/printed): Jeff Cook

Title: Vp Sales Date: 12/5/15

Brief History of Nicor

Nicor produced its first polymer meter pit lid in 2005 in response to a problem that the City of Denver was having. Every other month they were breaking a cast iron lid in the drive way of their corporation yard. Nicor supplied a custom lid to fit this frame and it has been in place for 10 years exposed to heavy traffic, ultra strong UV and both extreme cold and hot temperatures. The polymers Nicor uses for their Read-Rite polymer lids were brought over from the Aerospace Industry to improve product performance. Since this first success, Nicor has now sold over three million replacement lids to Utilities across the country that are migrating from direct read to AMR/AMI. The Nicor lids are patented and have the ability to mount any AMR/AMI system either to the underside of the lid or through it. In addition Nicor has developed brackets for mounting virtually all of the endpoints on the market. Currently Nicor has 80 different injection molds for each different frame they encounter as they work with utilities across the country, each built with no cost to the utility. In addition, Nicor private labels polymer lids for companies like Mueller, AY McDonald, Bingham & Taylor, Vestal, Accucast, Clay and Bailey and has lids to fit 90% of the Ford frames. These lids have been used for years and in the thousands at utilities including Chicago, Denver, Pueblo, Corpus Christi, Kansas City, DCWASA, Fresno, Cleveland and San Diego to name but a few. Lastly, Nicor developed an In Line Connector, Hydroconn, which is a disconnect point between the register on the meter and the endpoint and has become a standard in the Waterworks industry and used by all of the meter companies.

EXHIBIT "A"

Specifications For Round Rock IFB No. 16-205 Anti Float Lids

Nicor intends to provide an improved product to what is in the specifications and below are the Affirmations and differences from what is specified in Section for Functional Requirements

3.1- Polyethylene is Not a non float material, your spec calls out a Density of .932 in your Section 5 for Properties

Our Material is a Copolymer with a base of propylene with a Density of .902. With either polymer rebar is need to prevent lid from floating as any density under 1 will float

3.2-Nicor agrees to this molded pick hole pocket

3.3-Nicor agrees to a molded in recess area per spec and will also put Round Rock logo and name on the lid at no charge

3.4-Nicor will be using two larger pieces of rebar molded into lid as opposed to six smaller ones. These two pieces will be sized to assure anti float and will be at either ended molded in place to prevent corrosion and improve RF performance

3.5-Nicor agrees to no polymer hook

3.6-Nicor agrees to insure that lid will fit properly in Round Rock boxes

3.7-Nicor agrees to this tread pattern

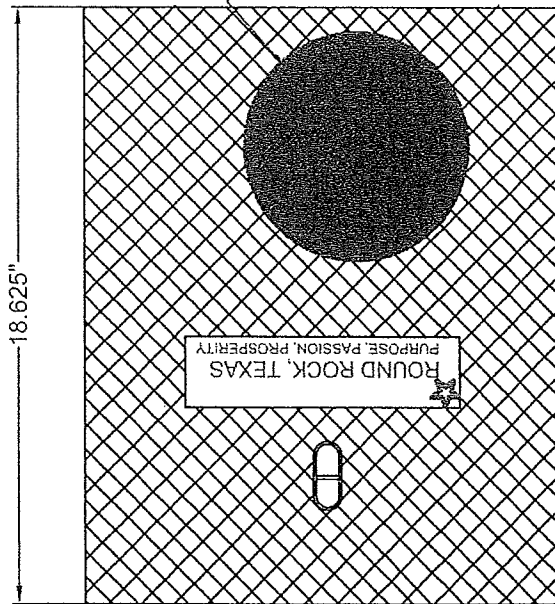
3.8-Nicor Agrees to the lettering and again offers to put Round Rock logo and city name at no cost

3.9-Nicor will use virgin polymer to insure that our lids will perform the best many years from now-Please see next section to compare polymer properties

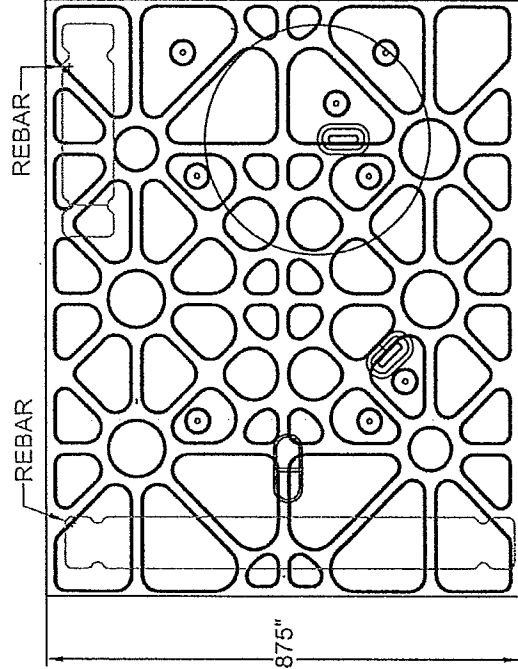
EXHIBIT "A"

EXHIBIT "A"

TOP VIEW



BOTTOM VIEW



SIDE VIEW



General Notes

Revision	Drawn By	Date
1	LSH	12/4/15

FINISH OR TREATMENT

UNLESS OTHERWISE SPECIFIED
ALL SURFACES SHALL BE
FINISHED TO THE FOLLOWING
STANDARDS:

1. ALL SURFACES SHALL BE
FINISHED TO THE FOLLOWING
STANDARDS:

NICOR, INC.

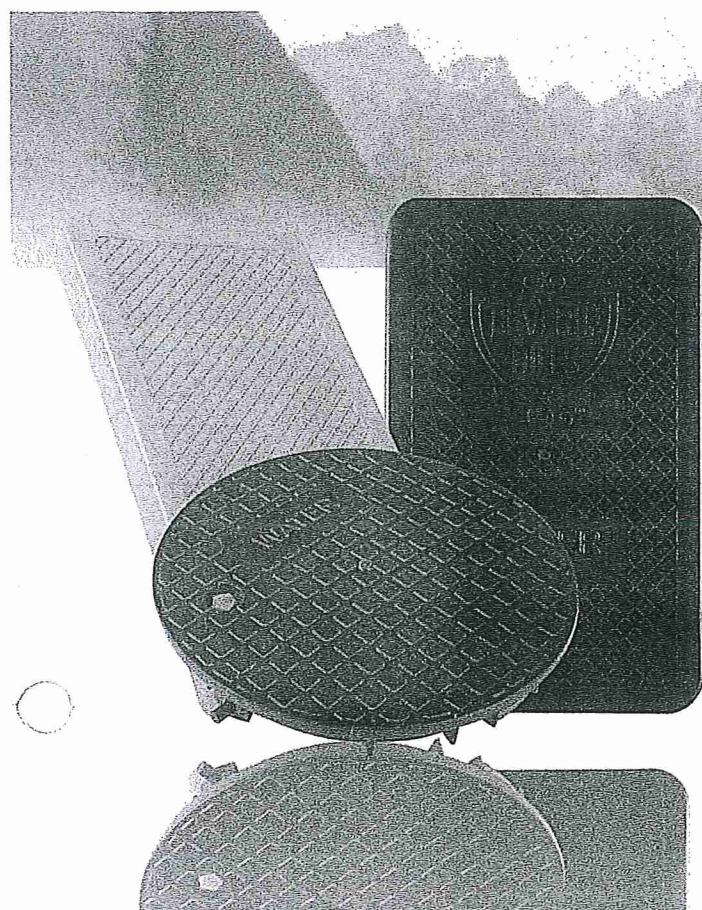
PROPRIETARY NOTICE
This document, including its contents,
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reproduced in any form without the
written permission of Nicor Inc. All
rights are reserved.

JEFF COOK
NICOR
100 COMMONS RD/JT-355
DRIPPING SPRINGS, TX
75620

Project Name
18X19BLKHDR-RR

CUSTOMER DRAWING
12/4/15
01

Nicor Inc.



Nicor Inc. Read-Rite™ Polymer Lids

Ideal for AMR/AMI Systems

- RF transparency improves performance
- Integrates with all AMR/AMI systems

Lightweight and Strong

- Up to 80% lighter than concrete
- H-20 load rated for light and incidental traffic

Demonstrated Performance

- Xenon Arc tested for UV degradation
- ADA compliant for slip-resistance
- Temperature range of -40°F to 190°F

Seamless Installation

- Simple mounting
- Direct replacement for current lid
- Custom sizing; multiple colors available

Read-Rite™ Hydrozone HD Lids bring specifically engineered, patented technology to Utility and Water Works customers. The high impact Read-Rite™ polymer construction provides a virtually RF transparent solution making it ideal for all AMR/AMI installations. Read-Rite™ Lids resist common automotive chemical exposure, ultraviolet degradation, and perform in the meter pit at temperature extremes.

Read-Rite™ offers a complete line of lid products that can be customized by size, shape, and color. Tailor-made logo embossing is also available.

Sample colors:



EXHIBIT "A"

Properties For Round Rock IFB No. 16-205 Anti Float Lids

	DFW Recycled Material	Nicor
Tensile Strength	2300 PSI	3100 PSI
Flexural Modulus	73,000 PSI	140,000 PSI
Deflection Temperature	88 c	81.1 c
Notched Izod Impact	Unknown	No Break
UV Stabilizer	Yes	500 Hours ASTM G-154-06*
AASHTO Design loads	?	All lids are tested to 20K lbs with 9x9 plate *

* see attached UV test report

* See typical H2O load test

Nicor Inc. Read-Rite® Lids Patented

Specification for Read Rite Lids

Product Characteristics-Read Rite lids feature an impact resistant, low temperature, very stiff, specially formulated Hydrozone HD™ Polyolefin resin with excellent RF transparency characteristics, UV resistance and light weight.

Read Rite lids have been tested independently to the H20 highway proof load rating of 20,000 lbs over a 9" x 9" steel plate for 1 minute.

Typical Properties		Method	Value Unit
Physical			
Density-Specific Gravity(Method B)		ASTM D 792	0.902sp gr at 23°C
Melt Flow rate (230°C/2.16kg)		ASTM D 1238	4.00 g/10 min.
Mechanical			
Tensile Strength@yield		ASTM D 638	
2 in/min			3100 PSI
50 mm/min			21.4 Mpa
Flexural Modulus		ASTM D 790	
0.05 in/min, 1% secant, Procedure A			140,000 PSI
1mm/min, 1% secant, Procedure A			965MPa
Tensile Elongation		ASTM D 638	8%
Impact			
Notched Izod Impact		ASTM D 256	
(73°F, Method A)			No Break ft-lb/in
(23°C, Method A)			No Break j/m
Hardness			
Rockwell hardness(R Scale)		ASTM D 785	65
Thermal			
DTUL @66 PSI Unannealed		ASTM D 648	81.1°C
Other Properties			
Drop Weight Impact Strength		Bosell Test	method -29 C: > 45 ft-lbs

Nicor Inc. 100 Commons Rd # 7-355, Dripping Springs, TX 78620
707-484-0835 Phone, 512-276-2033 FAX, jeffacook@Nicorinc.net

EXHIBIT "A"



May 18, 2010

Mr. Jeff Cook
Nicor Inc.
1571 Chablis Road
Healdsburg, CA 95448
USA

IPTL # P20100890

Dear Mr. Cook:

Enclosed you will find results of the testing you requested.

If you have any questions regarding the data, please do not hesitate to contact me.

Sincerely,

James A. Koehler
Quality Manager


JAK/jd

Enclosures

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<http://www.ptli.com>

EXHIBIT "A"

Testing	: Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials	 Q1A ACCREDITED Cert. No. 0619.01
Test Method	: ASTM G 154 - 06	
Project Number	: P20100890	
Customer	: Nicor Inc.	
Attention	: Jeff Cook	
Operator	: Frank Foy	
Date	: May 14, 2010	
Instrument	: Q-Panel Model QUV/se with Solar Eye UV Irradiance Controller	
UV Source Lamps	: Q-Panel UVB-313	
Cycle Used	: 4 hr UV uninsulated black panel temp at 60 ± 3°C, 4 hr condensation at 50 ± 3°C	
Irradiance	: 0.71 W/m ² at 313 nm	
<p>A Solar Eye precision light control system option on the equipment monitors the UV intensity via four sensors at the sample plane to maintain the correct irradiance automatically. This is performed by a four channel feedback loop system that compensates for any variability in irradiance level by adjusting the power to the lamps.</p>		
Material ID	: Gray Water Cover	
Specimen Type	: 6 ASTM Tensile bars 6 ASTM Flex bars 3 specimens for color measurement	
Sample Preparation	: Tested as received	
Sample Mounting	: Standard holders	

Exposure Time (hrs)	Lamp(s) Were Changed During Exposure Period	Sample Repositioning Schedule
500	No	None

Lamp Age at Test Start (hrs)	Lamp Age at Test End (hrs)	Type of Thermometer
0	250	Black Uninsulated Panel

Results of any property tests are included as additional reports

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EXHIBIT "A"

Testing : Standard Practice for Computing the Colors of Objects by using the CIE System
 Test Method : ASTM E1347-06, ASTM D2244-07 and CIE System Test per ASTM E 308-08
 Project Number : P20100890
 Customer : Nicor Inc.
 Attention : Jeff Cook
 Analyst : Frank Foy
 Date : May 14, 2010



Spectrophotometer : BYK Gardner TCS Plus
 Reference : White
 Illumination : CIE D65 10°
 Testing Conditions : 23°C ± 2°C
 Exposure : QUV accelerated weathering per ASTM G154

Gray Water Cover

	Sample 1				Sample 2				Sample 3			
Exposure	CIE L	CIE _a	CIE _b	ΔE	CIE L	CIE _a	CIE _b	ΔE	CIE L	CIE _a	CIE _b	ΔE
Initial	60.93	-0.53	0.19		59.99	-0.52	0.36		60.93	-0.53	0.21	
500 hours	61.37	-0.53	0.23	0.44	61.15	-0.51	0.36	1.16	61.34	-0.51	0.28	0.42

CIE_L white = 100% T
 CIE_L black = 0% T

CIE_a + red
 CIE_a - green

CIE_b + yellow
 CIE_b - blue

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EXHIBIT "A"

Testing : Water Absorption - 24 Hour Method
Test Method : ASTM D 570-98
Project Number : P20100890
Customer : Nicor Inc.
Attention : Jeff Cook
Analyst : Laura Jean Howland
Date : April 28, 2010



Sample Preparation : Tested as received
Sample Conditioning : Dried in an air circulating oven for 24 hours at 50°C
Immersion Type : Deionized Water at 23°C
Immersion Length : 24 hours
Significance : ASTM D570 specifies that weights be measured to 0.1 mg and change be calculated to the nearest 0.01%

Sample Name	Specimen Number	Length (in)	Width (in)	Thickness (in)	Initial Weight (g)	Final Weight (g)	Change (g)	Change (%)
Gray Water Cover	1	3.314	1.184	0.148	7.8078	7.8096	0.0018	0.02
	2	3.309	1.233	0.144	7.2919	7.2959	0.0040	0.05
	3	3.317	1.177	0.140	7.7803	7.7817	0.0014	0.02
Average							0.0024	0.03

$$\% \text{ Change} = [(\text{Final Weight} - \text{Initial Weight}) / \text{Initial Weight}] \times 100$$

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EXHIBIT "A"

Testing : Flexural Properties Of Plastics
 Test Method : ASTM D790-07 Procedure A
 Project Number : P20100890
 Customer : Nicor Inc.
 Attention : Jeff Cook
 Analyst : D.Loehr
 Date : May 17, 2010



Material : Gray Water Cover
 Sample Preparation : Customer supplied molded samples
 Sample Dimensions : 0.519" x 0.252" x 6.00" (Average)
 Sample Type : ASTM Flex Bar
 Span Length (in) : 4.032
 Cross-Head Speed (in/min) : 0.108
 Span-To- Depth Ratio : 16±1:1
 Radius Of Supports (in) : 0.197
 Radius Of Loading Nose (in) : 0.197
 Conditioning : 40+ hours at 23°C ± 2°C / 50% ± 5% RH-Controls only
 Conditioning : 500 hours in QUV per ASTM G154 Cycle 2 (exposed)
 Test Conditions : 23°C ± 2°C / 50% ± 5% RH
 Significance : ASTM D 790 specifies modulus and strength be reported to 3 significant figures

Sample Identification	Test Number	Flexural Stress At 5%	Flexural Modulus
		Strain (PSI)	(tangent *) (PSI)
Controls	1	4580	166000
	2	5030	190000
	3	4680	178000
	4	5110	193000
	5	4870	193000
	Average	4850	184000
	Std. Dev.	225	11800
500 Hours QUV per ASTM G154 Cycle 2	1	5070	191000
	2	5030	201000
	3	5070	205000
	4	5180	196000
	5	5010	184000
	Average	5070	195000
	Std. Dev.	66	8260

Note: Exposed specimens tested with exposed side face down

* = computer generated curve fit

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EXHIBIT "A"

Testing : **Tensile Properties**
 Test Method : ASTM D 638-08
 Project Number : P20100890
 Customer : Nicor Inc.
 Attention : Jeff Cook
 Analyst : D.Loehr
 Date : May 17, 2010

Attachments : 2 graphs



Material : **Gray Water Cover**
 Sample Preparation : Customer supplied molded samples
 Sample Type : ASTM Type IV Tensile Bar
 Sample Dimensions : 0.248" x 0.131" (Average)
 Cross-Head Speed : 2.0 in/min
 Extensometer : 320% based on 25mm gage length. Meets minimum requirements for Practice E 83: Modulus (Class B-2) / Elongation (Class C).
 Conditioning : 40+ Hours At 23°C ± 2°C / 50% ± 5% RH (control)
 Conditioning : 500 hours in QUV per ASTM G154 Cycle 2 (exposed)
 Test Conditions : 23°C ± 2°C / 50% ± 5% RH
 Significance : ASTM D 638 specifies that strength and modulus be reported to 3 significant figures and elongation be reported to 2 significant figures

Sample Identification	Test Number	Tensile Strength At Yield (PSI)	Elongation At Yield (%)	Tensile Stress At Break (PSI)	Elongation At Break (%)
Control	1	3550	5.3	2470	63
	2	3540	5.3	2580	22
	3	3600	5.3	2710	30
	4	3480	5.1	2390	14
	5	3590	5.2	2570	33
	Average	3550	5.2	2540	32
	Std. Dev.	48	0.1	121	19
500 hours QUV per ASTM G154 Cycle 2	1	3540	5.9	2590	73
	2	3530	5.7	2610	70
	3	3570	5.3	2660	43
	4	3460	4.8	2560	13
	5	3490	5.1	2840	22
	Average	3520	5.4	2650	44
	Std. Dev.	43	0.4	111	27

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EXHIBIT "A"

May 17, 2010

Parameter table:

Project Number : P20100890
Sample ID : Gray Water Cover Control
Test Temp : 23 °C

Series graphics:

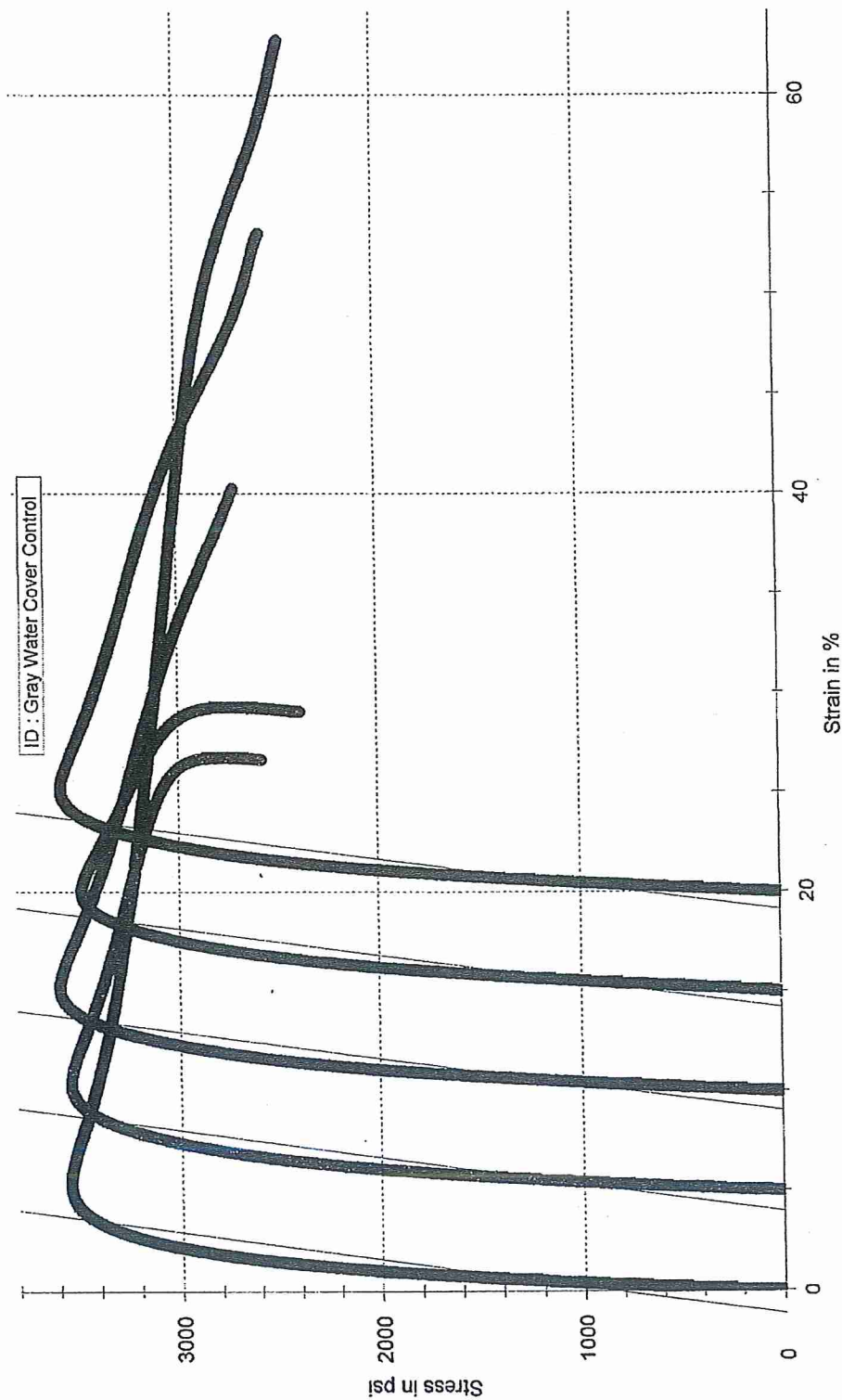


EXHIBIT "A"

May 17, 2010

Parameter table:

Project Number : P20100890
Sample ID : Gray Water Cover Exposed
Test Temp : 23 °C

Series graphics:

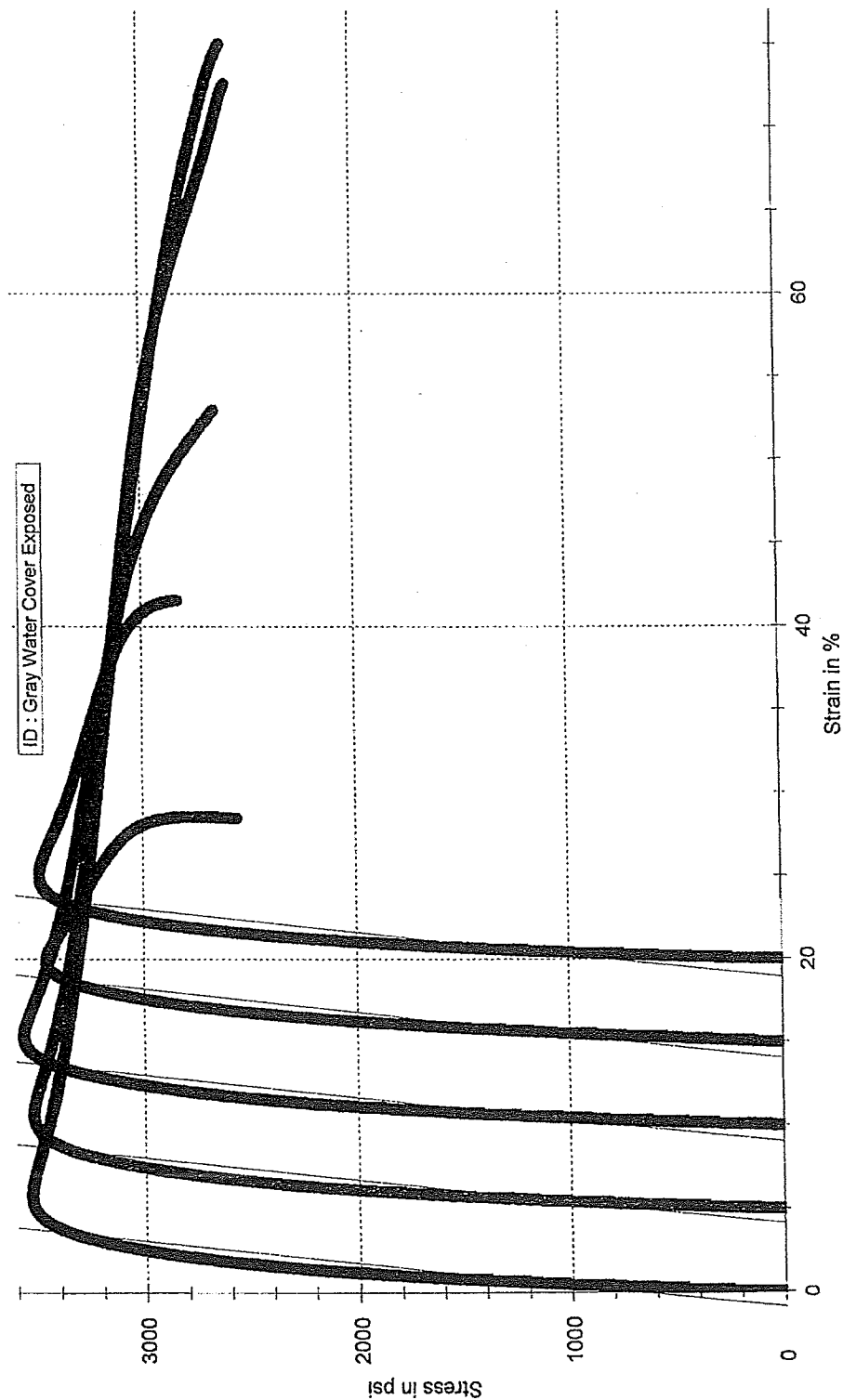


EXHIBIT "A"

Rone Engineering



8908 Ambassador Row, Dallas, TX 75247
4221 Friedrich Ln., Ste. 195, Austin, TX 78744
7701 W. Little York, Ste. 600, Houston, TX 77040
Corporate Phone: (214) 630-9745

Client: Nicor, Inc.

Project No.: 0814947

Project: B36 Rectangle Plastic Lid

Report No.: 903629

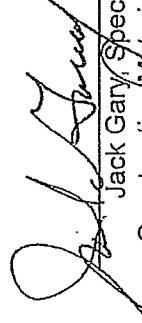
Date of Service: 10/27/09

B36 PLASTIC METER BOX LID

Test No.	Test Condition (Degrees F)	Bearing Plate Size (inches)	Specification Utilized	Total Load (Pounds)	Results
1	Ambient, 68	9 x 9	CFR RR-F-621E	20,000	No failure, no permanent deformation

Test performed on a Forney universal test machine. Load measured with a Total Comp load cell calibrated 12-22-08.

Technician: C. Snyder


Jack Gary, Special Testing Manager
Construction Materials Engineering Division

LIMITATIONS: The test results presented herein were prepared based upon the specific samples provided for testing. We assume no responsibility for variation in quality (composition, appearance, performance, etc.) or any other feature of similar subject matter provided by persons or conditions over which we have no control. Our letters and reports are for the exclusive use of the clients to whom they are addressed and shall not be reproduced except in full without the written approval of Rone Engineering Services, Ltd.

Report of Static Coefficient of Friction

Client: Nicor, Inc.
Project: B30 Plastic Lid
Project No.: 0814947

Report No.: 903317
Date of Service: 04/03/09

Material: B30 Plastic Lid
Test Method: ASTM C 1028, Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method

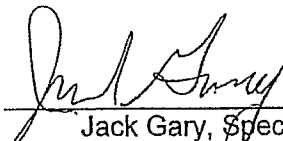
Static coefficient of friction testing was performed on one B30 plastic meter box lid. The lid was tested in a dry surface condition followed by a wet surface condition. The results given below are an average of four tests performed under each type of surface condition on the sample lid.

Sample Number	Coefficient of Friction (Dry)	Coefficient of Friction (Wet)
1	0.73	0.54

Results / Conclusions

Based on the results shown, the static coefficient of friction meets the Americans with Disabilities Act (ADA) minimum requirements of 0.50 for slip resistance.

Technician: C. Snyder



Jack Gary, Special Testing Manager
Construction Materials Engineering Division

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EXHIBIT "A"

Water Meter Box Anti-Float Lids
Award Recommendation
Class/Item: 890-40
November 2015



Award Recommendation

TO: E.E (Ric) Bowden, CPPB
Contract Management
City of Round Rock

FROM: Michael Schurwon, CTPM, CPPB
Purchaser
City of Round Rock

RE: IFB No. 16-005
Water Meter Box Anti-Float Lids

DATE: January 14, 2016

Formal invitation for bids were solicited in accordance with IFB No. 16-005 for a quantity of six thousand (6,000) water meter box anti-float lids for the Department of Utilities and Environmental Services.

A total of four (4) bid responses were received from the following:

1. Nicor, Inc. - \$246,900.00
2. Ferguson Enterprises Inc. - \$308,100.00
3. ACT Pipe & Supply - \$312,000.00
4. HD Supply Waterworks - \$339,060.00

Based on a review of the four (4) bid response received from the above respondents and evaluation of the sample water meter box anti-float lid provided by the low bid of Nicor, Inc., the City of Round Rock – Utilities and Environmental Services recommends the below respondent for a contract award based on low bid meeting the advertise specifications.

Awarded Vendor: Nicor, Inc.
100 Commons Rd., #7-355
Dripping Springs, Texas 78620

Approved: _____

Printed Name: Michael Thane
Director of Utilities and Environmental Services

Date: _____

CC: File