

EXHIBIT
"A"

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND FERGUSON WATERWORKS
FOR THE PURCHASE OF
AMERICAN DARLING HYDRANT REPAIR PARTS**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement for the purchase of American Darling Hydrant Repair Parts is made and entered into on this the ____ day of _____, 2025, 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 FERGUSON WATERWORKS, whose offices are located at 200 Park Central Boulevard, Georgetown, Texas 78626 referred to herein as "Vendor."

RECITALS:

WHEREAS, City desires to purchase American Darling Repair Parts; and

WHEREAS, City has issued its Invitation for Bid, ("IFB") for the provision of said goods and services; and

WHEREAS, City has determined the bid submitted by Vendor is the lowest responsible bid; 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, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City is authorized to buy specified goods or services and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number

24-027 dated October 2024; (b) Vendor's Response to IFB; and (c) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to IFB;
- (3) City's IFB, Addenda, exhibits, and attachments.

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

C. **Effective Date** means the date set out in the introductory paragraph above.

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

E. **Vendor** means Ferguson Waterworks, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with Section 16.0.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the Goods and Services as outlined in the IFB; any Addenda to IFB; and the Bid submitted by Vendor, all as contained in Exhibit "A," incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and any Addenda to IFB and as offered by Vendor in its Bid.

The Goods and Services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and Exhibit A is a part of this Agreement as if repeated herein in full.

4.0 ITEMS AWARDED; SCOPE OF WORK

A. All items in "Attachment C – Bid Sheet" of Exhibit "A" are awarded to Vendor.

B. Vendor shall satisfactorily provide all Goods and Services described in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to Goods and Services for City and/or advising City concerning those matters on

which Vendor has been specifically engaged. Vendor shall provide its Goods and Services in accordance with this Agreement and Exhibit A and with due care, and in accordance with prevailing industry standards for comparable Goods and Services.

5.0 COSTS

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor costs as set forth in "Attachment C – Bid Sheet" of Exhibit "A." Vendor understands and acknowledges that City is not agreeing to purchase any specific quantity of goods or services and any such goods or services purchased shall be at the sole discretion of the City.

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$61,307.46 per year** for a total not-to-exceed amount of **\$306,537.30** for the term of this Agreement.

6.0 INVOICES

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

7.0 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 Vendor and the City. Such agreement shall be conclusively inferred for the Vendor from lack of exception to this clause in the service provider'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.

8.0 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 if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination.

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor 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). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor 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
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.0 GRATUITIES AND BRIBES

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

11.0 TAXES

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

12.0 INSURANCE

Vendor shall meet all City insurance requirements set forth in the IFB and on the City's website at:

http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

13.0 CITY'S REPRESENTATIVE

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

Bryce Williams, Logistics Officer
Public Works Department
3400 Sunrise Road
Round Rock, TX 78665
(512) 218-5555
bryce.williams@roundrocktexas.gov

14.0 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.

15.0 DEFAULT

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

16.0 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 Vendor.

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

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

17.0 INDEMNIFICATION

Vendor 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 Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor'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 Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, 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. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy,

guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.0 ASSIGNMENT AND DELEGATION

The parties 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.

20.0 NOTICES

A. 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 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 Vendor:

Ferguson Waterworks
200 Park Central Boulevard
Georgetown, TX 78626

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

21.0 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.

22.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

23.0 DISPUTE RESOLUTION

City and Vendor 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.

24.0 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.

25.0 MISCELLANEOUS PROVISIONS

A. Standard of Care. Vendor 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.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

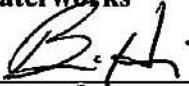
C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. 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 Vendor have executed this Agreement on the dates indicated.

Ferguson Waterworks

By: 
Printed Name: Brian Hill
Title: Sales Operations Manager
Date Signed: 12-17-2024

City of Round Rock, Texas

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

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



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

INVITATION FOR BID (IFB)

AMERICAN DARLING HYDRANT PARTS

SOLICITATION NUMBER 24-027

OCTOBER 2024

Exhibit "A"

City of Round Rock
American Darling Hydrant Parts
IFB 24-027
Commodity Code: 340-60
October 2024

AMERICAN DARLING HYDRANT PARTS PART I GENERAL REQUIREMENTS

- PURPOSE AND BACKGROUND:** The City of Round Rock herein after referred to as "the City" hereby invites submissions of proposals from suitably qualified suppliers for the provision of American Darling hydrant components. The procurement of these components is critical for the upkeep and restoration of the City's fire hydrants. In compliance with Texas Health & Safety Code § 341.0359, it is imperative that the City's fire hydrants are maintained to a standard where they can deliver a minimum flow rate of 250 gallons per minute for a duration not less than two hours, with a pressure not dropping below 20 PSI at any point during operation. The Department of Utility and Environmental Services oversees the maintenance of more than 8,000 hydrants within the municipal boundaries. The availability of these repair parts is essential for the continuous functionality of both the Utility Department and the emergency services personnel who respond to incidents necessitating the use of fire hydrants.
- SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 1-5
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work/Specifications	Page(s) 10-12
Attachment A – Proposal Submittal Form	Separate Attachment
Attachment B—Reference Sheet	Separate Attachment
Attachment C – Bid Sheet	Separate Attachment
Attachment D- American Darling Fire Hydrant Cut Sheets	Separate Attachment.
Attachment E- Site Map	Separate Attachment

- SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	October 2 nd , 2024 @ 4:00 pm, CST
Deadline for submission of questions	October 11 th , 2024 @ 5:00 PM, CST
City responses to questions or addendums	Approximately, October 25 th , 2024 @ 5:00 PM, CST
Deadline for submission of responses	October 24 th , 2024 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:
<https://roundrocktexas.bonfirehub.com>

Exhibit "A"

City of Round Rock
American Darling Hydrant Parts
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The City reserves the right to modify these dates. Notice of date change will be posted to the City's website: <https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This invitation for bid (IFB) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
6. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing American Darling hydrant repair parts as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this IFB process.
 - C. Be authorized by the manufacturer to sell American Darling Fire Hydrant parts and equipment for items included in this solicitation.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://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>
7. **RESPONSE REQUIREMENTS:** The Respondent, by electronically submitting their Offer, acknowledges that he/she is an authorized representative of the Vendor, has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein. The Respondent shall include the following information with their bid response:
 - Attachment A – Proposal Submittal Form
 - Attachment B – Reference Sheet
 - Attachment C – Bid Sheet
 - Acknowledged Addenda (if applicable)
8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - A. Purchase price.

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- B. Reputation of Respondent and of Respondent's goods and services.
- C. Quality of the Respondent's goods and services.
- D. The extent to which the goods and services meet the City's needs.
- E. Respondent's past performance with the City.
- F. The total long-term cost to the City to acquire the Respondent's goods or services.
- G. Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing.

9. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
10. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
11. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation, or any future bid.
12. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.
In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.

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- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - A. your name, address, telephone number, and email address.
 - B. the solicitation number.
 - C. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - D. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - E. a statement of any issues of law or fact that you contend must be resolved; and
 - F. a statement of the argument and authority that you offer in support of your protest.
 - G. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- A. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - B. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - C. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - D. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - E. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

Exhibit "A"

City of Round Rock
American Darling Hydrant Parts
IFB 24-027
Commodity Code: 340-60
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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard 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. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications, and the amounts shown on bid sheet.
 - C. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
- A. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in the supply of American Darling fire hydrant parts and accessories
3. **SAFETY** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
4. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
5. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
 - A. Prices for materials will be on a percent off manufacturer suggested retail price (MSRP) basis. The percent discount (%), if any, will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted MSRP discount on an invoice may result in payment at Contractor's cost.
6. **PRICE INCREASE:** Contract prices for American Darling hydrant repair parts shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price

Exhibit "A"

City of Round Rock
American Darling Hydrant Parts
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index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

B. **Procedure to Request Increase:**

- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

7. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

9. **DESCRIPTIVE LITERATURE:**

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), American Society of Mechanical Engineers (ASME), Society of Automotive Engineers (SAE), National Fire Protection Association (NFPA), National Bureau of Standards (NBS), **Environmental Impact Assessment (EIA)**, and **National Security Agency (NSA)**. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

Exhibit "A"

City of Round Rock
American Darling Hydrant Parts
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- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- A. The method to provide a smooth and orderly transition of services performed from the current contractor.
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.
13. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative shall be:**
Bryce Williams
Logistics Officer
Utilities and Environmental Services
Phone: +1 (512) 230-4496
E-mail: Jmolina@roundrocktexas.gov
 - C. Do not contact the individual listed above with questions or comments regarding this solicitation during the solicitation.
14. **INTERLOCAL PURCHASING AGREEMENTS:**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
 - B. The Contractor may offer the same price and terms and conditions to other eligible agencies that b
 - C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

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PART IV SCOPE OF WORK

1. **PURPOSE:** The purpose of this solicitation is to seek bids from vendors experienced in providing American Darling fire hydrant parts and equipment. American Darling hydrant components are crucial for maintaining and restoring the City's fire hydrants. Availability of repair parts is essential for both the Utility Department and emergency services personnel who rely on fire hydrants.
2. **PRODUCT:** All materials and repair parts shall be new except core components on renewed assemblies. Used, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable. Repair parts shall be genuine OEM parts.
 - A. Successful Respondent shall notify the City's authorized representative of recall notices, warranty replacements, safety notices, or any applicable notice regarding the parts being sold.
 - B. Guaranty that the parts provided shall not void any existing manufacturer's warranty for City vehicles/equipment.
3. **MATERIAL SPECIFICATIONS:**
 - A. All parts and equipment shall be original equipment manufacturer parts (O.E.M.) Alternate products will not be accepted.
 - B. All parts and components shall be in new and unused condition; used parts will not be accepted.
 - C. All hydrants must be Certified to National Sanitation Foundation, American National Standards Institute, and National Standard of Canada (**NSF/ANSI/CAN 61**) and Drinking water system components- Lead content (**NSF/ANSI/CAN 372**), indicating compliance with the U.S. [Safe Drinking Water Act](#).
 - D. Fire Hydrants shall meet or exceed American National Standards Institute and the American Water Works Association (ANSI/AWWA) section C502-05's latest revision for use in water supply systems.
 - E. Fire Hydrants shall have a working pressure rating of 250 PSI and a test pressure rating of 400-500 PSI.
 - F. Fire Hydrants shall be red in color.
 - G. All brass fittings shall be no lead and congruent with the Safe Drinking Water Act.
 - H. Any fitting with a percentage of more than 0.25% lead will not be accepted.
 - I. All equipment shall come with the Manufacturer's warranty intact if applicable.
4. **SERVICE AND DELIVERY REQUIREMENTS:**
 - A. **Delivery address:**

Utilities and Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665
 - B. All deliveries of products shall be F.O.B. destination. All freight charges shall be included in the purchase price charged by the Contractor to the City.
 - C. Deliveries shall be made on an as needed basis by the City's point of contact unless otherwise noted.
 - D. Deliveries shall be received within five working days barring supply chain interruptions or other unforeseen situations.
 - E. Deliveries must be made during department working hours; 8:00 AM – 4:00 PM (CDT) Monday thru Friday. Excluding City observed holidays.
 - F. Delivery drivers shall stay within fire lane boundaries upon entering site equipment yard. At no time shall the driver cross the designated fire lanes while on City property.
 - G. Delivery drivers will exit the facility using the west gate.

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- H. Vendor shall authorize city representative(s) to pick up products via walk in or will call.
- I. Vendor shall offer emergency assistance for after-hours parts and equipment pickup. Given the urgency of emergencies, the City requires that the vendor be available around the clock to provide assistance and access to facilities.
- J. Vendor shall aid City representative for parts and equipment for pick up items that weight over 60 pounds.
- K. Vendor shall be responsible for loading all orders requiring industrial equipment to lift and or move products at vendors location; when applicable.
- L. Vendor shall keep limited stock of commonly used repair parts for B-84-B and B-62-B American Darling fire hydrants including:
 - i. Traffic repair kits
 - ii. Operating stem with o rings
 - iii. Main valve kits
 - iv. 6 and 12 inch hydrant extensions
 - v. Rubber gaskets: Barrel, housing

5. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

- A. Communicate with the City's point of contact when shipments are in route.
- B. Call the City's point of contact thirty minutes before arrival to departments receiving location.
- C. Use the North and or West electric gate for site entry. See attachment **E: Site Map**
- D. For site entry, the contractor will use the kiosk call button to communicate with the front desk upon arrival. The kiosk is located at the gate(s) entrance.
- E. Observe all warning signs, speed limits, pedestrians, boundary markings and City equipment
- F. Provide the City point of contact with relevant documentation such as invoice, shipping manifest, bill of lading or packing lists.
- G. While on City property, the Contractor's employees or other representatives of said Contractor shall don proper personal protective equipment. Examples can, but are not limited to include: Safety gloves, safety glasses, high visibility vests, protective footwear, earplugs, et cetera.
- H. Reference city purchase order number(s) on all invoices or relevant documentation.

6. WARRANTY: This product is warranted to be free from defects in material and workmanship for a period of [insert time period, e.g., one year] from the date of purchase. During this period, Respondents company will repair or replace, at no charge, products or parts of a product that prove defective because of improper material or workmanship, under normal use and maintenance.

Conditions and Exclusions:

- A. This warranty does not cover any problem that is caused by conditions, malfunctions, or damage not resulting from defects in material or workmanship.
- B. This warranty does not cover damages caused by improper installation, misuse, or neglect.
- C. This warranty is void if the product is altered or repaired by anyone other than an authorized service representative of Respondents Company.

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6. DESIGNATED CONTACT PERSON: In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.

A. The City shall be provided with the designated person's name and telephone number.

B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.

C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.

D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.

E. Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

8. CITY RESPONSIBILITIES: The City will-

A. Place orders within a reasonable time frame to accommodate lead times.

B. Make all orders for required products, parts, and accessories.

C. Provide the contractor with site access.

D. Provide contractor with City point of contact.

E. Ensure sites driving lanes and offload locations are reasonably clean and free of hazards.

F. Unload incoming shipments by fork truck or loading dock; whichever is applicable.

G. Inspect delivery items for completeness, accuracy, and damage.

H. Pick up repair parts during vendor's hours of operation, barring emergency.

I. Pick up parts on an as needed basis.

7. MAINTAIN COMMUNICATION:

A. Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

8. CITY RESPONSIBILITIES: The City will-

A. Place orders within a reasonable time frame to accommodate lead times.

B. Make all orders for required products, parts, and accessories.

C. Provide the contractor with site access.

D. Provide contractor with City point of contact.

E. Ensure sites driving lanes and offload locations are reasonably clean and free of hazards.

F. Unload incoming shipments by fork truck or loading dock; whichever is applicable.

G. Inspect delivery items for completeness, accuracy, and damage.

Exhibit "A"
Attachment C- Bid Sheet
American Darling Hydrant Parts
IFB # 24-027

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 24-027. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted completely in Part I & II of this bid sheet in order to be considered responsive. A value of "0" will be interpreted as no-cost to the City. Be advised that exceptions taken to any portion of the solicitation or any unauthorized changes to the bid sheet may jeopardize acceptance of your offer. The City reserves the right to purchase more or less than the quantities indicated below.

No additional delivery charges, fuel surcharges or mileage charges are permitted. Delivery shall be FOB Destination.

Part I- Chevrolet Parts

No.	Part Number	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
American Darling B62-B						
1	62-22	Hose Cap Gasket	10	Each	\$10.87	\$108.70
2	62-144	Weather Sheild	10	Each	\$16.30	\$163.00
3	62-4-4	Thrust Washer	10	Each	\$16.30	\$163.00
4	62-2-1	Cover O-Ring	10	Each	\$15.52	\$155.20
5	62-2-2	Housing O-Ring	10	Each	\$15.52	\$155.20
6	62-14	Housing Gasket	10	Each	\$15.52	\$155.20
7	62-30-11	Upper Hydrant Rod	10	Each	\$346.50	\$3,465.00
8	63-31	Drain Lever	10	Each	\$286.24	\$2,862.40
9	62-36-2	Seat O-Ring Outside	10	Each	\$39.60	\$396.00
10	62-36-3	Seat O-Ring Inside	10	Each	\$27.17	\$271.70
11	62-30-4	Spring Plate	10	Each	\$16.30	\$163.00
12	62-30-3	Hydrant Spring	10	Each	\$157.62	\$1,576.20
13	62-40	Hydrant Valve Top	10	Each	\$106.37	\$1,063.70
14	62-41	Hydrant Valve Top	10	Each	\$163.05	\$1,630.50

Exhibit "A"
Attachment C- Bid Sheet
American Darling Hydrant Parts
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15	62-42	Hydrant Valve Bottom	10	Each	\$187.90	\$1,879.00
16	62-35-OR	Hydrant Seat	10	Each	\$614.08	\$6,140.80
17	62-38-1	Barrel Gasket	10	Each	\$15.52	\$155.20
18	B-62	Traffic repair kit (sold as one unit)	20	Each	\$223.21	\$4,464.20
19	B-62	3ft Bury Hydrant (complete hydrant)	1	Each	\$2,629.00	\$2,629.00
20	B-62	5ft Bury Hydrant (complete hydrant)	1	Each	\$2,885.35	\$2,885.35
21	B-62	6" hydrant Extension	1	Each	\$359.17	\$359.17
22	B-62	12" Hydrant Extension	1	Each	\$427.99	\$427.99
American Darling B-84-B			10			
1	84-22	Hose Cap Gasket	10	Each	\$10.87	\$108.70
2	84-144	Weather Sheild	10	Each	\$16.30	\$163.00
3	84-4-4	Thrust Washer	10	Each	\$16.30	\$163.00
4	84-2-1	Cover O-Ring	10	Each	\$15.52	\$155.20
5	84-2-2	Housing O-Ring	10	Each	\$15.52	\$155.20
6	84-14	Housing Gasket	10	Each	\$15.52	\$155.20
7	84-30-11	Upper Hydrant Rod (stem)	10	Each	\$290.54	\$2,905.40
8	84-31	Drain Lever	10	Each	\$264.00	\$2,640.00
9	84-36-1	Seat O-Ring	20	Each	\$27.17	\$543.40
11	84-30-3	Spring Plate	10	Each	\$157.62	\$1,576.20
12	84-30-4	Hydrant Spring	10	Each	\$16.30	\$163.00
13	84-40	Hydrant Valve Top	10	Each	\$125.01	\$1,250.10
14	84-41	Hydrant Valve	10	Each	\$163.05	\$1,630.50
15	84-42	Hydrant Valve Bottom	10	Each	\$175.48	\$1,754.80
16	84-35-OR	Hydrant Seat	10	Each	\$601.89	\$6,018.90
17	84-38-1	Barrel Gasket	10	Each	\$15.52	\$155.20

Exhibit "A"
Attachment C- Bid Sheet
American Darling Hydrant Parts
IFB # 24-027

18	B-84	B-84 Traffic Repair Kit (sold as one unit)	20	Each	\$214.40	\$4,288.00
19	B-84	3ft Bury Hydrant (complete hydrant)	1	Each	\$2,629.00	\$2,629.00
20	B-84	5ft Bury Hydrant (complete hydrant)	1	Each	\$2,885.35	\$2,885.35
21	B-84	6" hydrant extension	1	Each	\$321.85	\$321.85
22	B-84	12" hydrant extension	1	Each	\$375.95	\$375.95

Annual Total:	\$61,307.46
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Part II- Percent over MSRP on Catalog
This section will not be evaluated under Cost but will become part of the contract. This is required information.

Percent Markup (%) off MSRP Catalog for American Daarling Hydrant Parts not listed above	
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Information Only: The City of Round Rock reserves the right to order other products from the vendor-attached MSRP Catalog

COMPANY NAME:	Ferguson Waterworks
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	<i>Brian Hill</i>
PRINTED NAME:	Brian Hill
PHONE NUMBER:	512-930-2262
EMAIL ADDRESS:	justin.dickerson@ferguson.com