

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF WATERWORKS,  
PLUMBING MATERIALS, AND/OR JOINT PUPS  
WITH  
BENMARK SUPPLY COMPANY, INC.**

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

This Agreement is for the purchase of waterworks, plumbing materials, and/or joint pups and is referred to herein as the "Agreement." This Agreement is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2023, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 E. Main St, Round Rock, Texas 78664, referred to herein as the "City," and BENMARK SUPPLY COMPANY, INC., whose offices are located at 15405 West Highway 29, Liberty Hill, Texas 78642, referred to herein as "Vendor."

**RECITALS:**

**WHEREAS**, City desires to purchase waterworks, plumbing materials, and/or joint pups; 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 Vendor; 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 the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor agrees to sell said goods. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 23-009 ("IFB"); (b) Vendor's Response to 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) Vendor's Response to IFB; and
- (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. **Goods** mean the specified supplies, materials, commodities, or equipment.

E. **Vendor** means BenMark Supply Company, Inc., or any successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

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 term of this Agreement shall be for sixty (60) months years commencing from the effective date hereof.

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

## **3.0 ITEMS AWARDED**

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

## **4.0 COSTS**

A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Three Hundred Thousand and No/100 Dollars (\$300,000.00)** per year for a total amount not-to-exceed **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** for the term of this Agreement.

## **5.0 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.

## **6.0 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 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 Vendor a written notice of termination at the end of its then-current fiscal year.

## **7.0 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 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 or 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.

## **8.0 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.

## **9.0 TAXES**

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

## **10.0 INSURANCE**

Vendor shall meet all City of Round Rock insurance requirements set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.201112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.201112.pdf).

## **11.0 CITY'S REPRESENTATIVE**

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

Joe Molina  
Logistics Officer  
Utilities and Environmental Services  
3400 Sunrise Road  
Round Rock, TX 78665  
(512) 230-4496  
[jmolina@roundrocktexas.gov](mailto:jmolina@roundrocktexas.gov)

## **12.0 DEFAULT**

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:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

### **13.0 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.

### **14.01 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.

### **15.0 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 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 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.

## **16.0 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.

## **17.0 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 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:**

BenMark Supply Company, Inc.  
15405 West Highway 29  
Liberty Hill, Texas 78642

**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

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

**18.0 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.

**19.0 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.

**20.0 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.

**21.0 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.

**22.0 MISCELLANEOUS PROVISIONS**

**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.

**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.

**Force Majeure.** Neither City nor Vendor 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.

**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.

**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.

**BenMark Supply Company, Inc.**

By: Suzie Farnsworth  
Printed Name: Suzie Farnsworth  
Title: Sales Representative  
Date Signed: April 4th, 2023

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

Exhibit "A"



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

**INVITATION FOR BID (IFB)**

**WATERWORKS, PLUMBING MATERIALS, AND/OR  
PUP JOINTS**

**SOLICITATION NUMBER 23-009**

**JANUARY 2023**

**Exhibit "A"**

**WATERWORKS, PLUMBING MATERIALS, AND/OR PUP JOINTS  
 PART I  
 GENERAL REQUIREMENTS**

- PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in waterworks and plumbing materials and/or in the manufacturing of flange-to-flange spool/pup joints.
- BACKGROUND:** The City of Round Rock is seeking experienced vendors who under this contract will assist in the procurement of all parts, equipment, tools, and related items necessary to maintain the flow of water and wastewater for the City of Round Rock and its over 128,000 residents in a timely manner. All material must meet Utilities standard products lists provided on the City of Round Rock website <https://www.roundrocktexas.gov/city-departments/utilities-and-environmental-services/construction-projects/>

The City intends to award this contract to multiple vendors. The total contract value for all vendors shall not exceed \$300,000 per fiscal year for the term of the contract.

- SOLICITATION PACKET:** This solicitation packet is comprised of the following-

Description	Index
Part I – General Requirements	Page(s) 2-6
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 7
Part III – Supplemental Terms and Conditions	Page(s) 8-10
Part IV – Specifications	Page(s) 11-12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – Drawing of Flange-to-Flange Meter Spools/ Pup Joint	Separate Attachment

- AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

**Amanda Crowell**  
 Purchaser, CPPB  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-281-5458  
 E-mail: [acrowell@roundrocktexas.gov](mailto:acrowell@roundrocktexas.gov)

**Allen Reich**  
 Purchaser, CPPB  
 Purchasing Division  
 City of Round Rock  
 Phone: 512-218-6682  
 E-mail: [areich@roundrocktexas.gov](mailto:areich@roundrocktexas.gov)

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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

EVENT	DATE
Solicitation released	January 11, 2023
Optional Pre-Bid Meeting	January 23, 2023 @ 9:00 AM, CST
Deadline for submission of questions	January 27, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately January 31, 2023 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	<b>February 8, 2023 @ 3:00 PM, CST</b>

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all 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://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:  
<https://www.roundrocktexas.gov/city-businesses/solicitations/>

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> 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.

**OPTIONAL ONLINE PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.

Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The online pre-proposal meeting will be available at the links below:

**Microsoft Teams Link**

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 258 042 957 852

Passcode: BvBRBd

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 940-222-6969,,163563321#](#) United States, Denton

Phone Conference ID: 163 563 321#

[Find a local number](#) | [Reset PIN](#)

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock  
 Attn: Amanda Crowell  
 Purchasing Department  
 221 E. Main Street  
 Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.

- C. Responses cannot be altered or amended after 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.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.

9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical-to-the-original electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

**For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.**

- Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
- Attachment A: BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's solicitation document may result in disqualification of the response.
- Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies, or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

10. **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.
- 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.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

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

11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
  - A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
  
12. **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.
  
13. **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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  
14. **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.
  
15. **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](mailto: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.
  - 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.
  - iv. 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:
- i. 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.
  - ii. 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.
  - iii. 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.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **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.

**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 Part III, shall also be enforced as part of the contract.

2. **INSURANCE:** Insurance does not apply to this solicitation.



**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. 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 90 days.
  
2. **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 waterworks and plumbing material and/or pup joints as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools, and all associated costs. The City shall not be responsible for any Respondent's tools, equipment, or materials lost or damaged during the performance of the services specified herein.
  - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
  
3. **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 waterworks and plumbing materials and/or pup joint manufacturing.
  
4. **WORKFORCE:** Successful Respondent shall:
  - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
  - B. 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.

Prices for materials will be a percentage (%) off discount catalog. The percentage (%), if any, will be designated by the Respondent in the solicitation response document.
  
6. **PRICE INCREASE:** Contract prices for waterworks, plumbing materials, and pup joints 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 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.

## Exhibit "A"

- 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. Mail the written price increase request with the rate detail comparison and 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. Price increase requests shall be sent by mail to:  
  
**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 Contractor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent(s) performance at any time during the contract term.
8. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent 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.
9. **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.
10. **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://www.roundrocktexas.gov/city-businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.
11. **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. Provide City contact(s) information for implementation of agreement.
  - B. Identify specific milestones, goals, and strategies to meet objectives.
12. **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.

City of Round Rock  
Waterworks, Plumbing Materials, and/or Pup Joints  
IFB 23-009  
Class/Item: 670-76 / 659-97 / 340-60 / 967-49  
January 2023

## Exhibit "A"

B. The City's designated representative:

**Joe Molina**  
**Logistics Officer**  
**Utilities and Environmental Services**  
**Phone: (512) 230-4496**  
**E-mail: [jmolina@roundrocktexas.gov](mailto:jmolina@roundrocktexas.gov)**

### **13. 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. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

## Exhibit "A"

### PART IV SPECIFICATIONS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in waterworks and plumbing materials and/or in the manufacturing of flange-to-flange spool/pup joints.
2. **BACKGROUND:** The City of Round Rock is seeking experienced vendors who under this contract will assist in the procurement of all parts, equipment, tools, and related items necessary to maintain the flow of water and wastewater for the City of Round Rock and its over 128,000 residents in a timely manner.
3. **WATERWORKS AND PLUMBING MATERIAL SPECIFICATIONS:**
  - A. All Hydrant and Hydrant parts shall meet National Fire Protection Act (NFPA) Standards.
  - B. All products must be suitable for use in potable water.
  - C. All material purchased must be new and in pristine condition. No used or weathered material will be accepted.
  - D. Current brands the City uses are American Darling, Mueller, Kennedy, and Clow.
  - E. All material must meet Utilities standard products lists provided on the City of Round Rock website <https://www.roundrocktexas.gov/city-departments/utilities-and-environmental-services/construction-projects/>
4. **FLANGED METER SPOOL/PUP JOINTS MATERIAL SPECIFICATIONS-**

The City has transitioned from a larger, outdated water meter to a newer octave-style meter. This transition leaves a significant gap due to the size difference of the new meter. The spool piece/pup joint will act as a retrofit kit to bridge this gap. The meter spool/pup joint pieces will range from approximately 3" to 8" pipe diameter with varying lengths from approximately 8" to 17."

  - A. All pieces require a 2" National Pipe Thread (NPT) testing port to be seal welded in the center of the meter spool/pup joint.
  - B. Each piece shall be made of 304 stainless steel unless otherwise noted.
  - C. Flanges shall be ANSI compliant using the set standards for water distribution <https://blog.ansi.org/2016/10/nsf-ansi-61-2016-drinking-water-components/#gref>
  - D. Flange Dimensions to be Per AWWA C110 <https://american-usa.com/products/ductile-iron-pipe-and-fittings/fittings/flanged-fittings/standard-dimensions>
  - E. Flanges shall be seal welded to pipe.
  - F. All pieces shall be suitable for potable water.
  - G. All pieces shall be new and assembled unless otherwise specified.
  - H. Please see Attachment C- Drawing of Flange-to-Flange Meter Spools-Pup Joint for spool sample drawing.
5. **DELIVERY REQUIREMENTS:** The Contractor shall-
  - A. Deliver goods to the following location:  
**Bob Bennett Building  
Building 3  
3400 Sunrise Road  
Round Rock, Texas 78665**
  - B. The City reserves the right to request delivery to any City location.
  - C. Included all delivery or shipping costs in the bid price provided.
  - D. All deliveries shall occur during the hours of 8:00 AM - 3:30 PM.

6. **PREFERRED SERVICE OPTIONS:** The below options are preferred but if unavailable will not jeopardize award of the contract. The Contractor should-
  - A. Assist with logistical support for getting material to the delivery site or designated job site if applicable.
  - B. Have a branch where the City can pick up parts.
  - C. Offer same day delivery options or have a delivery service available.
  - D. Provide after-hours pickups for emergencies.
  - E. Provide the City with a written quote within 2 business days after emergency pickups.
  - F. Offer the City 24/7 customer support for emergency needs.
  
7. **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 point of contact.
  - A. The City shall be provided with the designated person's name and telephone number.
  - B. This contact person should remain the same throughout the term of the contract. If a change must be made to the designated 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.
  - D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable
  
8. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall-
  - A. Be an authorized dealer/reseller of the products offered (does not apply to pup joints).
  - B. Ensure that general inquiries are responded to in no less than 48 hours.
  - C. Schedule deliveries at least 24 hours in advance with the City logistics officer and include the time and date of delivery.
  - D. Contractor shall provide a detailed quote for all products and services before work is performed.
  - E. Submit invoices only with a PO number referenced on the invoice and including pricing per line item.
  
9. **CITY RESPONSIBILITIES:** The City will-
  - A. Coordinate logistics of delivery with Contractor.
  - B. Provide/coordinate access to delivery points.
  - C. Provide PO for orders placed.
  - D. Provide specs, drawings, or part numbers for requested material or equipment if needed.

**ATTACHMENT A  
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 23-009 Waterworks, Plumbing Materials, and/or Pup Joints in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>
  - A. Attachment A- Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
  - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she 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.
  - C. 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>
  - D. By the signature affixed on Attachment A – Bid Sheet, 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.
  - E. 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.

**Exhibit "A"**  
**Attachment A- Bid Sheet**  
**Waterworks, Plumbing Materials, and/or Pup Joints**  
**IFB 23-0009**

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 23-009 Waterworks, Plumbing Materials, and/or Pup Joint Parts. 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. The total contract value shall not exceed \$300,000 per fiscal year for the term of the contract.

Special Instructions: Be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered and unauthorized modifications to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below

**Section I: Utilities Maintenance and Repair Parts**  
Waterworks and Plumbing Materials are optional. A company's responsiveness will not be affected but if services are listed below they will become part of the contract and enable to the City to utilize them. If this section is left blank the City will assume the Contractor does not want to offer these goods.

No.	Description	Sample Quantity	Unit	Unit Cost	Extended Total
1	3/4 in. FIPS x Meter Swivel Nut Brass Meter Angle Key Valve	200	Each	\$36.61	\$7,322.00
2	1 x 3/4 in. Meter Swivel Nut Brass Meter Angle Key Valve	100	Each	\$52.79	\$5,279.00
3	2 in. Grip Joint x Meter Flanged Brass Meter Angle Key Flange Valve	50	Each	\$304.94	\$15,247.00
4	2" Black Polyethylene service tubing SDR9	400	FT	\$1.53	\$612.00
5	DFW METER BOX LARGE	30	Each	\$321.53	\$9,645.90
6	DFW METER BOX MEDIUM	30	Each	\$167.54	\$5,026.20
7	Hymax® 2 6 in. Stainless Steel Coupling	20	Each	\$307.60	\$6,152.00
8	Hymax® 2 8 in. Stainless Steel Coupling	20	Each	\$347.29	\$6,945.80
9	6 in. Mechanical Joint Wedge Restraint For Ductile Iron Pipe	20	Each	\$49.06	\$981.20
10	5-1/4 in. Traffic Repair Kit for American Flow Control B84B	20	Each	\$800.00	\$16,000.00
11	4 in. Hub x FPT PVC Adapter	250	Each	\$5.66	\$1,415.00
12	4 in. Sewer Relief Plug	250	Each	\$5.18	\$1,295.00
13	4 in. Hub x Solvent Weld PVC 22 1/2 Degree Elbow	200	Each	\$5.84	\$1,168.00
14	4 in. Spigot x Hub 45 Degree PVC Street Elbow	200	Each	\$5.84	\$1,168.00
15	4 in. Spigot x Hub Plastic Adapter	200	Each	\$13.81	\$2,762.00
16	4 in. Hub 45 Degree PVC Elbow	100	Each	\$4.30	\$430.00
17	4 in. Hub 22-1/2 Degree PVC Elbow	100	Each	\$4.72	\$472.00
18	4 in. Hub PVC Coupling	100	Each	\$5.66	\$566.00
19	4 in. Hub PVC Straight 45° Sewer Wye	100	Each	\$7.86	\$786.00
20	6 in. Hub x FPT PVC Adapter	50	Each	\$26.76	\$1,338.00
<b>Estimated Sample Total:</b>					<b>\$84,611.10</b>

**Section II: Utilities Maintenance and Repair Parts**  
This section will not be evaluated under Cost but will become part of the contract. If bidding on Section I above, this is required information.

No.	Description	Discount off Catalog
21	Percent Discount off Catalog	0%

**Exhibit "A"**  
**Attachment A- Bid Sheet**  
**Waterworks, Plumbing Materials, and/or Pup Joints**  
**IFB 23-0009**

**Section III: Flanged Meter Spool/Pup Joints**

Flanged Meter Spool/Pup Joint manufacturing services are optional. A company's responsiveness will not be affected but if services are listed below they will become part of the contract and enable to the City to utilize them. If this section is left blank the City will assume the Contractor does not want to offer these goods/services.

No.	Description	Sample Quantity	Unit	Unit Cost	Extended Total
22	3" 304 stainless steel meter spool/pup joint (8" length)	10	Each	\$538.50	\$5,385.00
23	3" 304 stainless steel meter spool/pup joint (9" length)	10	Each	\$544.75	\$5,447.50
24	3" 304 stainless steel meter spool/pup joint (10" length)	10	Each	\$551.00	\$5,510.00
25	3" 304 stainless steel meter spool/pup joint (11" length)	10	Each	\$557.25	\$5,572.50
26	3" 304 stainless steel meter spool/pup joint (12" length)	10	Each	\$563.50	\$5,635.00
27	3" 304 stainless steel meter spool/pup joint (13" length)	10	Each	\$569.75	\$5,697.50
28	3" 304 stainless steel meter spool/pup joint (14" length)	10	Each	\$576.00	\$5,760.00
29	3" 304 stainless steel meter spool/pup joint (15" length)	10	Each	\$582.25	\$5,822.50
30	3" 304 stainless steel meter spool/pup joint (16" length)	10	Each	\$588.50	\$5,885.00
31	3" 304 stainless steel meter spool/pup joint (17" length)	10	Each	\$594.75	\$5,947.50
Estimated Sample Total:					\$56,662.50

**Section IV: Pup Joints- Unlisted Sizes**

This section will not be evaluated under Cost but will become part of the contract. If bidding on Section III above, this is required information.

No.	Description	Discount off Catalog 0-100%
32	Information Only- Percent Discount on all additional sizes not listed above (0-100%)	0%

COMPANY NAME:	Benmark Supply
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	<i>Suzie Farnsworth</i>
PRINTED NAME:	Suzie Farnsworth
PHONE NUMBER:	512-944-7030
EMAIL ADDRESS:	Suziefarnsworth@benmark.com





**References:**

**1-City of Georgetown**

5501 Williams Dr

Georgetown, Tx 78626

Isaac Conde

512-470-3882

[Isaac.conde@georgetown.org](mailto:Isaac.conde@georgetown.org)

**2-City of Cedar Park**

2401 Brushy Creek Loop

Cedar Park

James Metcalf

512-516-3733

[James.metcalf@cedarparktexas.gov](mailto:James.metcalf@cedarparktexas.gov)

**1-City of Austin**

2600 Webberville Rd

Austin, Tx 78702

Todd Stracener

214-288-6958

[todd.stracener@austintexas.gov](mailto:todd.stracener@austintexas.gov)

Exhibit "A"



ADDENDUM  
CITY OF ROUND ROCK, TEXAS

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Solicitation: IFB 23-009

Addendum No: 1

Date of Addendum: January 31, 2023

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This addendum is to incorporate the following changes to the above referenced solicitation:

I. **QUESTIONS:**

- Q1. In Attachment A- Bid Sheet, Line 32, we are a little confused on what additional sizes you would be referring to and quantity. Can you clarify?
- A1. Due to the customization aspect of the items listed in Section III: Flanged Meter Spool/Pup Joints, the City cannot account for every single size and quantity on this bid sheet and will require additional flanged meter spools and/or pup joints. Therefore, we ask the respondent to list on Attachment A- Bid Sheet, line 32, a blanket percentage discount off regular pricing on all other sizes requested.
- Q2. Is it possible to change this to a 12-month contract with an option to extend yearly depending on prices? Manufacturers won't give pricing for longer than 12 months with the volatility in the market the past couple of years.
- A2. In the solicitation document, Part III, item 6- Price Increase has been modified to state the following:

**PRICE INCREASE:** Contract prices for waterworks, plumbing materials, and pup joints shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered and shall be equal to the consumer price index unless otherwise approved by the City.

The City is aware of the fluctuating market and is willing to adjust and negotiate price increases based on the CPI throughout the contract term. The City remains flexible to market adjustments and price increases as long as those adjustments are submitted in writing to the Purchasing Department as outlined per the solicitation in Part III, Item 6.B.

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY:

Amanda Crowell  
Amanda Crowell, Purchaser CPPB  
Purchasing Office, 512-218-5458

January 31, 2023

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

Suzie Farnsworth  
Name

Suzie Farnsworth  
Authorized Signature

\_\_\_\_\_ Date