

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

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK  
AND SOLENIS, LLC  
FOR THE PURCHASE OF  
BULK FLOCCULANT POLYMER**

**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 Bulk Flocculant Polymer is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2024, 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 SOLENIS, LLC whose offices are located at 2475 Pinnacle Drive, Wilmington, DE 19803, referred to herein as “Vendor.”

**RECITALS**

**WHEREAS**, City desires to purchase Bulk Flocculant Polymer (“Goods and Services”); and

**WHEREAS**, City has issued its Invitation for Bid, (“IFB”) for the provision of said Goods and Services; and

**WHEREAS**, City has determined the Vendor’s Response to IFB (“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,**

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 services and Vendor is obligated to sell same. The Agreement includes the following: (a) City’s Invitation for Bid, designated Solicitation Number 24-018 dated

April 2024; (b) Vendor’s Response to IFB (“Bid”); 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 (“Bid”);
- (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, as described in the IFB.

E. **Vendor** means Solenis, LLC, 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 the amounts set forth in “Attachment C – Bid Sheet” of Exhibit “A.”

B. The City is authorized to pay the Vendor an amount not-to-exceed \$ **1,250,000** 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 the Vendor

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](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:

John Heaps  
Utilities and Environmental Department  
221 E. Main Street  
Round Rock, TX 7866\_  
(512) 218-6637  
[jheaps@roundrocktexas.gov](mailto:jheaps@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 written notice to Vendor, the "Date of Termination."

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 the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up 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 physical or email address as stated below;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

### **Notice to Vendor:**

Vendor: Solenis LLC  
Attn: Chelsea Vaughan Burns  
Address: 2475 Pinnacle Drive  
Wilmington, DE 19803  
Email: [bidbidders@solenis.com](mailto:bidbidders@solenis.com)

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney  
AND TO: 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.

**Solenis, LLC**

By: Wendy S. Mueller  
Printed Name: Wendy S. Mueller  
Title: Regional Pricing Director  
Date Signed: July 25, 2024

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date Signed: \_\_\_\_\_

**For City, Attest:**

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

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

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

**EXHIBIT "A"**  
**(IFB, ADDENDA, BID)**



**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)**

**BULK FLOCCULENT POLYMER**

**SOLICITATION NUMBER 24-018**

**APRIL 2024**

**BULK FLOCCULANT POLYMER**

**PART I  
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks a bid from firms experienced in providing bulk (less-than-truckload) quantities of flocculant polymer for wastewater treatment purposes.
2. **BACKGROUND:** The City collaborates with the municipalities of Austin, Cedar Park, and Leander to operate a regional wastewater treatment plant. Within its territory, the City provides services to over 120,000 residents, including an additional number of residents from the partner cities. The plant boasts a maximum capacity of 30 million gallons per day, with an average daily treatment volume of 25 million gallons per day. These services encompass the utilization of polymer for dewatering the solids produced by the plant, thereby ensuring the efficiency of the City’s collection and treatment systems.
3. **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) 8-11
Part IV – Specifications	Page(s) 12-13
Attachment A – Proposal Submittal Form	Separate attachment
Attachment B – Reference Sheet	Separate attachment
Attachment C – Bid Sheet	Separate attachment
Attachment D – Subcontracting	Separate attachment

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

EVENT	DATE
Solicitation released	April 26, 2024 @ 3:00 pm
Mandatory Pre-Bid meeting / site visit	May 10, 2024 @ 1:00 PM, CST
Deadline for submission of questions	May 24, 2024@ 5:00 PM, CST
City responses to questions or addendums	Approx May 28, 2024 @ 3:00 PM CST
<b>Deadline for submission of responses</b>	June 7,2024 @ 5:00 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>

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>

**5. 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.

**6. PRE-BID MEETING / SITE VISIT AND INSPECTION:** A pre-bid meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting / site visit will be conducted on the date specified in PART I Section 5-Schedule of Events.

A. Attendance at the pre-bid meeting / site visit is mandatory. Respondents shall sign-in at the pre-bid meeting to document their attendance. Immediately following the pre-bid meeting a site visit will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. **Collection of a wastewater sample is permitted at this time.** The pre-bid meeting and site visit shall occur at:

**Brushy Creek Regional Wastewater Treatment Plant  
 3939 East Palm Valley Blvd.  
 Round Rock Texas, 78664**

B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.

C. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.

**7. RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 5:00 PM, on the due date noted in PART I, Section 4 –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 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.

**8. 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 bulk flocculant polymer as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
- B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
- C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
- D. 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 RFP process.

**9. 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
- Attachment D – Subcontractors
- Respondent shall provide documentation after testing collected samples from the wastewater plant. Respondents submission shall include: Product specifications, product performance, quality control, MSDS documents, and any recommendations to enhance the performance of said polymer.
- Acknowledged Addenda (if applicable)

**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.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

**11. 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.

- 12. 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)
- 13. 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.
- 14. 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 request.

**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, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:  
<https://www.roundrocktexas.gov/departments/purchasing/>
  
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/>  
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. 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.
  
2. **SUBCONTRACTORS:** Respondent is authorized to subcontract for **shipping purposes only**. The objective of enlisting a subcontractor is to ensure the timely and safe delivery of flocculant polymer from the origin to the destination of the shipment; while adhering to the scope of work. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
  - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
  
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 Successful Respondents' 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.

6. **PRICE INCREASE:** Contract prices for bulk flocculant polymer 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 agreed upon 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. 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, negotiate with the Vendor 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 respondents' performance anytime 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 materials delivered are not in full compliance with the specifications. In the event the materials are not to the satisfaction of the City; the vendor shall agree to provide materials to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed materials may be purchased elsewhere.
9. **SAMPLES:**
- A. The City may require the Respondent to submit a no-charge sample of the goods to be provided per the specification contained herein. This sample shall be provided within **five** working days after request by the City.
- B. If required, send samples to the City at the following address:
- Brushy Creek Regional Waste Water Treatment Plant  
3939 East Palm Valley Blvd.  
Round Rock, TX 78665**
- C. Products provided to the City under this solicitation may be evaluated or tested and must meet all requirements of the specification.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the offer to disqualification from consideration for award.

**10. MATERIALS SPECIFICATIONS/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 ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and 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.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

**11. 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.

**12. PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.

**13. 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/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.

**14. 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.

**15. 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:**

**John Heaps**  
**Wastewater Treatment Plant Superintendent**  
**Utilities and Environmental Services**  
**Phone: +1 (512) 218-6637**  
**E-mail: [jheaps@roundrocktexas.gov](mailto:jheaps@roundrocktexas.gov)**

**16. INTERLOCAL PURCHASING AGREEMENTS**

City of Round Rock  
Bulk Flocculant Polymer  
IFB 24-018  
Commodity Code: 885-77  
APRIL 2024

- 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 agrees 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

## PART IV SPECIFICATIONS

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks a bid from firms experienced in providing bulk (less-than-truckload) quantities of flocculant polymer for wastewater treatment purposes.
2. **BACKGROUND:** The City collaborates with the municipalities of Austin, Cedar Park, and Leander to operate a regional wastewater treatment plant. Within its territory, the City provides services to over 120,000 residents, including an additional number of residents from the partner cities. The plant boasts a maximum capacity of 30 million gallons per day, with an average daily treatment volume of 25 million gallons per day. These services encompass the utilization of polymer for dewatering the solids produced by the plant, thereby ensuring the efficiency of the City’s collection and treatment systems.
3. **TANK AND DELIVERY INFORMATION AND REQUIREMENTS:**
  - A. The WWTP currently owns one bulk tank. The tank has the capacity to hold 60,000 lbs. of polymer. Deliveries will need to be at least 30,000 lbs. of polymer for each shipment.
  - B. The bulk tank is equipped with a 3-inch female Camloc fitting for offloading product. The Vendor or transporter shall supply a 3-inch discharge hose equipped with a 3-inch male Camloc fitting for the transfer of bulk material.
  - C. The Vendor’s transport shall ensure that all hoses, valves, and connections are non-leaking and all offloading of flocculant polymer will be made by the Vendor.
4. **CHEMICAL REQUIREMENTS:**
  - A. The flocculant shall be an uncontaminated polymer product free of foreign organic material and particulate matter.
  - B. The flocculant polymer is to perform equal to or better than 18% solids overall as determined by the City’s daily cake test.
  - C. Polymer dosage will be modified by City personnel on a daily basis to reach the 18% solids.
  - D. At the time of delivery, the Vendor may be requested to provide a sample of the material to WWTP personnel for analysis, ensuring compliance with the specified requirements. The sample analysis will be conducted by the Waste Water Plant’s laboratory
  - E. Respondent shall provide documentation after testing collected samples from the wastewater plant Respondents submission shall include: Product specifications, product performance, quality control, MSDS documents, and any recommendations to enhance the performance of said polymer.
5. **SHIPPING AND DELIVERY:** All shipments and deliveries shall be FOB (Freight on Board) destination to the following address:

**Brushy Creek Regional Wastewater Treatment Plant  
3939 East Palm Valley Blvd.  
Round Rock Texas, 78664**

- A. No deliveries shall be made without a City PO referenced on the delivery order and invoice.
- B. All parts shipped and delivered shall include a shipping/delivery ticket showing the description of quantities, the City’s purchase order number, and unit price.
- C. Goods shall be received between the hours of 8:00 am to 5:00 pm Monday through Friday. All shipments shall be coordinated with a City-authorized representative.
- D. All materials shall be received and signed for by a City-authorized representative upon delivery.
- E. Goods shall be delivered within **5-7 days** from the time the order is placed. Exceptions may be considered upon preapproval by the City’s Authorized Representative.
- F. No additional delivery costs are permitted for materials provided by the Respondent; Transportation and delivery costs shall be included in the unit price provided in response to this solicitation.

- G. No fuel surcharges or mileage charges shall be permitted for delivery of items. Transportation and delivery costs shall be included in the unit price provided in response to this solicitation.
- H. Check in with the Administration Building upon arrival to ensure plant personnel are aware of the bulk shipment and await direction to the appropriate location on site. The WWTP speed limit of 5mph shall be observed by the transport driver at all times. No smoking on site is permitted.
- I. Provide all volumes of flocculant delivered to WWTP be delivered in clean tanker trucks.

**6. CONTRACTOR RESPONSIBILITIES:** The Contractor shall:

- A. Provide the City with a single point of contact (SPOC) to ensure appropriate communication needs are met.
- B. Warrant that the product delivered complies with the minimum requirements of this specified product (**Goal of 18% solids**).
- C. Supply with each delivery a chemical analysis of the flocculant polymer. The analysis must be performed by an accredited laboratory and must be representative of the material being delivered and shall include the specific gravity of the flocculant polymer and the Vendor's name for the product or the numeric designation/ID for the product.
- D. Ensure the Vendor's transport driver shall have in their possession and must have read the current. Safety Data Sheet (SDS) for the flocculant polymer.
- E. Ensure that the Contractor's and or Subcontractor's transport driver uses appropriate Personal Protective Equipment for the unloading of the flocculant polymer. The PPE shall be donned prior to beginning unloading.
- F. Comply with all Department of Transportation rules and regulations at all times for safe transport of this product. Vendors transport shall display the proper placarding as required by the D.O.T. The transport vessel shall be closed during transport and free of leaks.
- G. The Contractor shall deliver product with 7-10 business days of the City's request for material.

**7. CITY RESPONSIBILITIES:** The City Shall:

- A. Order in bulk tank volumes of approximately 30,000 lbs.
- B. Will order a volume of flocculant polymer 7-10 business days in advance of the required delivery date.
- C. Provide the Respondent with complete and accurate information regarding orders.
- D. Ensure the delivery area is accessible and reasonably free of safety hazards.
- E. Provide access to facilities where deliveries and shipments are required
- F. Inspect work performed to ensure compliance with the scope of work.
- G. Review all invoices, bills of lading, proof of delivery, and paid freight invoices for accuracy
- H. Provide the Respondent with the designated point of contact including Name, email address, and phone number.





**ADDENDUM  
CITY OF ROUND ROCK, TEXAS**

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**Solicitation: IFB 24-018**

**Addendum No: 1**

**Date of Addendum: 05/29/2024**

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

I. **Questions:**

1) **Will the transport truck that offloads the polymer material need an air supply?**

1.1) **The transport truck will need to provide it's air supply including the proper air hoses.**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

By the publication of this document on the City of Round Rock Bonfire website this addendum is hereby incorporated into and made a part of the above referenced solicitation.

**Attachment C- Bid Sheet  
Bulk Flocculant Polymer  
IFB 24-018**

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 24-018 Bulk Flocculant Polymer. The Respondent acknowledges that he/she has 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 in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids other than flocculant polymer will not be considered, modification 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.

No.	Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Total
1	Bulk Flocculant Polymer	200,000	LB	\$1.25	\$250,000.00
<b>Annual Total:</b>					\$250,000.00

COMPANY NAME: Solenis LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Wendy S. Mueller

PHONE NUMBER: 302-502-0802

EMAIL ADDRESS: [idders@solenis.com](mailto:idders@solenis.com)