

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF WATER TREATMENT CHEMICALS
FROM
BRENNTAG SOUTHWEST, INC.**

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

That this Agreement for purchase of Sodium Permanganate 40% in totes, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2019, 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 BRENNTAG SOUTHWEST, INC., whose offices are located at 6800 Manor Cove, Building 201, Manor, Texas 78653, referred to herein as the "Vendor." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase Sodium Permanganate 40% in totes, and City desires to purchase same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, 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:

1.01 DEFINITIONS

- A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated IFB 19-020 dated March 2019; (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;
- (3) City's Invitation for Bids, exhibits, and attachments.

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

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

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

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

F. **Vendor** means Brenntag Southwest, Inc., or any of its successors or assigns.

2.01 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 thirty-six (36) months from the effective date hereof.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply certain goods as outlined in IFB 19-020 dated March 2019. The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A," incorporated herein by reference for all purposes.

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.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth in "Attachment A – Bid Sheet" Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Seventy-Nine Thousand and No/100 Dollars (\$179,000.00)** per year for a total not-to-exceed amount of **Five Hundred Thirty-Seven Thousand and No/100 Dollars (\$537,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, 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:

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

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without incurring any 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.

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 INSURANCE

Vendor shall meet all requirements as stated in the attached Invitation for Bid No. IFB 16-2013 and as set forth at:

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

14.01 CITY'S REPRESENTATIVE

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

Michael Thane
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas, 78664
Telephone: (512) 218-3236
mthane@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

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

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

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to 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, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

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.

18.01 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.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, 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.

20.01 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.

21.01 NOTICES

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

1. When delivered personally to 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:

Brenntag Southwest, Inc.
6800 Manor Cove
Building 201
Manor, TX 78653

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, 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.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

If a dispute or claim arises under this Agreement, the parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each party's senior management. If the parties cannot reach a mutually satisfactory resolution, then and in that event any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Vendor shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

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.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such 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 to be void.

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

Force Majeure. Neither City nor 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.

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.

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

City of Round Rock, Texas

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

Brenntag Southwest, Inc.

By: W. Thomas Crain, Jr.
Printed Name: W. Thomas Crain, Jr.
Title: President
Date Signed: June 21, 2019

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



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

INVITATION FOR BID (IFB)

SODIUM PERMANGANATE 40% IN TOTES

SOLICITATION NUMBER 19-020

MARCH 2019

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
IFB No. 19-020
Class/Item: 885-16
March 2019

SODIUM PERMANGANATE 40% IN TOTES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in water treatment chemicals to provide all equipment, material, and labor necessary to supply Sodium Permanganate 40% in totes for treating potable water supplies.
2. **BACKGROUND:** The City of Round Rock operates a 52 million gallons per day surface water treatment plant, a five million gallons per day ground water plant and a six million gallons per day waste water effluent reuse plant. Each facility uses bulk treatment chemicals in their treatment processes.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

<p>Amanda Crowell Purchasing Technician Purchasing Division City of Round Rock Phone: 512-218-5458 E-mail: acrowell@roundrocktexas.gov</p>	<p>Cheryl Kaufman Purchasing Supervisor Purchasing Division City of Round Rock Phone: 512-218-5417 E-mail: ckaufman@roundrocktexas.gov</p>
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The individual(s) listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
IFB No. 19-020
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5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	March 26, 2019
Deadline for submission of questions	April 4, 2019 @ 5:00 PM, CST
City responses to questions or addendums	Approximately April 8, 2019 @ 5:00 PM, CST
Deadline for submission of responses	April 18, 2019 @ 3:00 PM, CST

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/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:
<http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> 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.
7. **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.
8. **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 encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical electronic copy of the IFB response. The submittal is required to include all addendums and requested attachments.

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
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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 <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- **Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will 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.

9. 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.

10. 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.

Exhibit "A"

City of Round Rock
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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

Exhibit "A"

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PART II DEFINITIONS, STANDARD TERMS AND CONDITONS 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:** Insurance does not apply to this solicitation.

Exhibit "A"

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for thirty-six (36) 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 Sodium Permanganate 40% in totes 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 providing Sodium Permanganate 40%.
4. **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.
5. **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.

Exhibit "A"

City of Round Rock
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March 2019

6. **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.
7. **PRICE INCREASE:** Contract prices for Sodium Permanganate 40% 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 15% for any single line item.
 - 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.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
9. **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 vendor 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 and the vendor may be charged liquidated damages.
10. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
 - A. 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.

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
IFB No. 19-020
Class/Item: 885-16
March 2019

- B. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
 - 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. The vendor shall supply the following documents with each delivery:
 - i. Vendor shall provide the current Safety Data Sheet
 - ii. Vendor shall provide a certificate of analysis and/or certificate of conformance
11. **FREIGHT:** Price shall include FOB Destination, pre-paid and allowed unless otherwise specified in writing. Price shall be inclusive of demurrage charges. No fuel surcharges shall be allowed.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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:**
 - Brandon Pritchett
 - Water Plant Superintendent
 - Phone: (512) 341-3133
 - E-mail: bpritchett@roundrocktexas.gov
17. **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 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.

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
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PART IV SPECIFICATIONS

1. **Purpose:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in water treatment chemicals to provide all equipment, material, and labor necessary to supply and sodium permanganate 40% chemicals for treating potable water supplies.
2. **Background:** The City of Round Rock operates a fifty-two (52) million per day surface water treatment plant (WTP), a five (5) million gallons per day ground water plant and a six (6) million gallons per day waste water effluent reuse plant, each facility uses bulk treatment chemicals in their treatment processes.
3. **Responsibilities:**
 - A. **Contractor's Responsibilities**
 - i. The Contractor shall not deliver more than 20 totes of material at a time unless authorized in advance by the City.
 - ii. Totes shall be 275-gallon IBC totes with cages, no special cap needs were identified.
 - iii. Totes shall be picked up by the vendor upon delivery of new totes as needed at no additional cost to the City.
 - iv. The Vendor shall schedule delivery at least 24 hours in advance of their arrival with the City or Round Rock's designated point of contact and obtain approval prior to arriving on site.
 - v. Delivery shall occur between 7:00 a.m. - 4:00 p.m. Monday thru Friday, excluding City holidays.
 - vi. Delivery trucks will access the WTP through the front gate of the facility after ringing the bell and being let in.
 - B. **City's Responsibilities**
 - i. City personnel shall offload material using the City's forklift.
 - ii. The material shall be signed for by an authorized City of Round Rock employee- the Duty Operator or Chad Kinder.
 - iii. The City shall store these totes in an outside containment pad under an enclosed shelter out of direct sunlight.
4. **Chemical Requirements:**
 - A. All sodium permanganate 40% delivered shall meet the following standards:
 - i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
 - ii. Contain 39 to 41.5% sodium permanganate.
 - iii. Have a pH between 5 and 8 standard units.
 - iv. Have a specific gravity of 1.36 to 1.39.
 - v. Be delivered in conformance with all applicable federal, state, and local laws. A certified weight ticket is required.
 - vi. Be in clean, properly identified, and labeled totes.
 - vii. Be delivered to:

Water Plant
5200 N. IH 35
Round Rock, Texas 78681

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
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- B. Details of the raw water characteristics are as follows:

<u>Constituent</u>	<u>Average Concentration or Range</u>
Hardness	150 to 190 mg/L
Turbidity	1.0 to 4.0 NTU
Alkalinity	165 to 185 mg/L
Temperature	10 to 30 degrees Celsius
pH	7.2 to 8.0 s.u

- C. **Emergency Situations**- The successful Respondent shall maintain twenty-four (24) hour emergency service coverage for sodium permanganate 40%. The Contractor shall provide the following in the event of an emergency:
- i. Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
 - ii. Provide all necessary equipment and apparatuses for managing and remediating an emergency leak or release of sodium permanganate 40%. Provide and follow procedures for the removal and disposal of defective or leaking drums or containers.

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
IFB No. 19-020
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ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 19-020 Sodium Permanganate 40% in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 In order to be considered responsive 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.
 - 1.2 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.
 - 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 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."
 - 1.5 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
Sodium Permanganate 40%
IFB 19-020

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 19-020 Sodium Permanganate 40% in totes. 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 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.

The expected tote should contain \approx 275 gallons of material with an average weight of \approx 3,190 pounds of material per tote.

No.	Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Total
1	Sodium Permanganate 40% in totes	120,000	LB	\$1.49	\$178,800.00
Annual Total:					\$178,800.00

COMPANY NAME: Brenntag Southwest, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Dakota Doyle

PHONE NUMBER: (512) 278-1600

EMAIL ADDRESS: gtullier@brenntag.com

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
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ATTACHMENT B: REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-020

RESPONDENT'S NAME: Brenntag Southwest, Inc. DATE: April 17, 2019

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.

1. Company's Name Upper Trinity Regional Water District
Name of Contact Kari Schachere
Title of Contact Purchasing Specialist
E-Mail Address kchachere@utrwd.com
Present Address 900 N. Kealy Street
City, State, Zip Code Lewisville, Texas 75057
Telephone Number (972) 219-1228 Fax Number: (972)

2. Company's Name City of Corsicana
Name of Contact Allie Jordan
Title of Contact Environmental Services Director
E-Mail Address ajordan@ci.corsicana.tx.us
Present Address 200 N 12th Street
City, State, Zip Code Corsicana, Texas 75110
Telephone Number (903) 654-4889 Fax Number: (903) 654-4970

3. Company's Name City of Temple
Name of Contact Sarah Parker
Title of Contact Purchasing
E-Mail Address purchasing@templetx.gov
Present Address 3210 East Avenue H
City, State, Zip Code Temple, Texas 76501
Telephone Number (254) 298-5655 Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 19-020

Addendum No: 1

Date of Addendum: April 5, 2019

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

I. Questions:

Q1. What is the typical number of totes Round Rock receives per delivery?

A1. We would take a delivery of 10 totes in a single delivery.

Q2. Who is the current supplier and what is the current price?

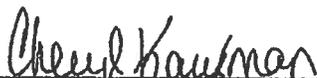
A2. We currently do not purchase this product in this concentration, so we have neither a current supplier nor a current price.

Q3. Will the City work with the supplier to have a recycler pick up the empty totes?

A3. Yes. We would have them ready to be picked up and would use our forklift on-site to load their truck if feasible.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-278-5417

April 5, 2019

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

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

1. Identification

Product identifier SODIUM PERMANGANATE 40% NSF 1-WAY
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Southwest, Inc.
Address 610 Fisher Road
 Longview, TX 75604
Telephone 903-759-7151
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Oxidizing liquids Category 2
Health hazards Serious eye damage/eye irritation Category 2A
 Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Environmental hazards Not classified.
OSHA defined hazards Not classified.

Label elements



Signal word Danger
Hazard statement May intensify fire; oxidizer. Causes serious eye irritation. May cause respiratory irritation.
Precautionary statement
Prevention Keep away from heat. Keep/Store away from clothing and other combustible materials. Take any precaution to avoid mixing with combustibles. Avoid breathing mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/eye protection/face protection.
Response If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a poison center/doctor if you feel unwell. If eye irritation persists: Get medical advice/attention. In case of fire: Use appropriate media to extinguish.
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
PERMANGANIC ACID (HMNO4), SODIUM SALT		10101-50-5	40
Other components below reportable levels			60

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

Exhibit "A"

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
Skin contact	IF ON CLOTHING: rinse immediately contaminated clothing and skin with plenty of water before removing clothes. Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause respiratory irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information	Take off all contaminated clothing immediately. Contact with combustible material may cause fire. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Greatly increases the burning rate of combustible materials. Containers may explode when heated. During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. In case of fire: Stop leak if safe to do so. Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	May intensify fire; oxidizer. Contact with combustible material may cause fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep away from clothing and other combustible materials. Wear appropriate protective equipment and clothing during clean-up. Avoid breathing mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate the contaminated area. Wear appropriate protective equipment and clothing during clean-up. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Following product recovery, flush area with water. Small Spills: Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Keep away from heat. Take any precaution to avoid mixing with combustibles. Keep away from clothing and other combustible materials. Avoid breathing mist or vapor. Avoid contact with eyes. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
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Conditions for safe storage, including any incompatibilities

Store locked up. Keep away from heat. Store in a cool, dry place out of direct sunlight. Store in original tightly closed container. Store in a well-ventilated place. Do not store near combustible materials. Store away from incompatible materials (see Section 10 of the SDS). Store away from incompatible materials (see Section 10 of the SDS).

Exhibit A

8. Exposure controls/personal protection

Occupational exposure limits No exposure limits noted for ingredient(s).

Biological limit values No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Provide eyewash station.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection Chemical respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection Wear appropriate chemical resistant gloves. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier.

Other Wear suitable protective clothing.

Respiratory protection Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations Keep from contact with clothing and other combustible materials. Remove and wash contaminated clothing promptly. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state Liquid.

Form Liquid.

Color Dark purple

Odor ODORLESS

Odor threshold Not available.

pH Not available.

Melting point/freezing point Not available.

Initial boiling point and boiling range 212 °F (100 °C) estimated

Flash point Not available.

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%) Not available.

Explosive limit - upper (%) Not available.

Vapor pressure Not available.

Vapor density Not available.

Relative density Not available.

Solubility(ies)

Solubility (water) Not available.

Exhibit "A"

Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

Other information

Density	11.43 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	May intensify fire; oxidizer.
Percent volatile	60 % estimated
Specific gravity	1.37

10. Stability and reactivity

Reactivity	Greatly increases the burning rate of combustible materials.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Heat. Contact with incompatible materials.
Incompatible materials	Combustible material. Reducing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Causes serious eye irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause respiratory irritation.
--	---

Information on toxicological effects

Acute toxicity	Not available.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Causes serious eye irritation.

Respiratory or skin sensitization

Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
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Carcinogenicity	Not classifiable as to carcinogenicity to humans.
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IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
-----------------------	--

Specific target organ toxicity - single exposure	May cause respiratory irritation.
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Specific target organ toxicity - repeated exposure	Not classified.
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Aspiration hazard	Not an aspiration hazard.
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Exhibit "A"

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN3214
UN proper shipping name	PERMANGANATES, INORGANIC, AQUEOUS SOLUTION, N.O.S. (SODIUM PERMANGANATE)
Transport hazard class(es)	
Class	5.1
Subsidiary risk	-
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	140
DOT information on packaging may be different from that listed.	

IATA

UN number	UN3214
UN proper shipping name	PERMANGANATES, INORGANIC, AQUEOUS SOLUTION, N.O.S. (SODIUM PERMANGANATE)
Transport hazard class(es)	
Class	5.1
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
ERG Code	140
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1503
UN proper shipping name	SODIUM PERMANGANATE SOLUTION (PERMANGANIC ACID (HMNO4), SODIUM SALT)
Transport hazard class(es)	
Class	5.1
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-H, S-Q
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

DOT

Exhibit "A"



IATA; IMDG



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

Classified hazard categories

Oxidizer (liquid, solid, or gas)
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

PERMANGANIC ACID (HMNO₄), SODIUM SALT 6588
(CAS 10101-50-5)

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

PERMANGANIC ACID (HMNO₄), SODIUM SALT 15 %WT
(CAS 10101-50-5)

DEA Exempt Chemical Mixtures Code Number

PERMANGANIC ACID (HMNO₄), SODIUM SALT 6588
(CAS 10101-50-5)

US state regulations**California Proposition 65****Exhibit "A"**

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	No
Canada	Non-Domestic Substances List (NDSL)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Toxic Chemical Substances (TCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	02-04-2016
Revision date	04-02-2018
Version #	04
HMS® ratings	Health: 2 Flammability: 0 Physical hazard: 2
NFPA ratings	Health: 0 Flammability: 0 Instability: 0 Special hazards: OX
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
Revision information	This document has undergone significant changes and should be reviewed in its entirety.

Exhibit "A"

CERTIFICATE OF ANALYSIS

Product: CARUSOL® C Liquid Permanganate

Lot Number: 1901-5158

Date of Manufacture: 13-Jan-2018

Test	Result	Units	Min	Max
Assay	40.6	%	39.5	41
Specific Gravity at 25°C	1.379		1.36	1.39
pH at 25°C	6.9		5	8
Color	Purple Solution			
Odor	Pass			

Brenntag Prod Name SODIUM PERSULFATE 40%
Brenntag Prod Code 603840
Supplier Code 100239
Supplier Lot 1901-5158
PO 62441 Date 13-18 WHS 104
Brenntag LOT _____

Analyst: Terry Swope



Carus Corporation
1500 Eighth Street
LaSalle, IL 61301
www.caruscorporation.com

By: Lori Setchell

Lori Setchell
Quality Control Manager
815-224-8842

The data reported herein have been obtained by our laboratories. No guarantee can be assumed that other laboratories will obtain identical results. For any further information please contact our Quality Department.

TECHNICAL DATA SHEET**SODIUM PERMANGANATE 40%**

Sodium Permanganate is an effective oxidant recommended for potable drinking water applications that require a concentrated permanganate solution. Applications include iron removal, manganese removal, mercaptan odor control, taste and odor control, disinfection by-product reduction, color reduction and radium reduction.

PRODUCT SPECIFICATIONS

Certified by NSF to ANSI/NSF Standard 60
Meets AWWA Standard B603-03

CHEMICAL/PHYSICAL DATA

Purity	40.0%-40.4%
Chloride	0.02% Max
Sulphate	0.005% Max
Water Insolubles	0.01% Max
K	0.15% Max
Pb	0.002% Max
Cd	0.002% Max
Ba	0.01% Max
pH	6.0-8.0
Density	1.36-1.39 g/cm ³

APPLICATIONS

- Drinking Water Purification
- Iron/Manganese Oxidation
- Taste and Odor Control
- Preoxidant for THM and HAA Control
- Hydrogen Sulfide Control
- Radium Removal
- Color Removal

BENEFITS

- Concentrated liquid oxidant
- More precise dosing of chemical
- Feed equipment is simplified
- Consistent concentration

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brenntag Southwest, Inc.
Longview, TX United States

Certificate Number:
2019-508246

Date Filed:
06/21/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
19-020
Sodium Permanganate 40% in Totes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party.

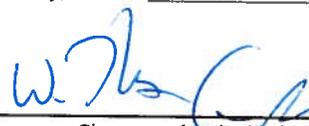
6 UNSWORN DECLARATION

My name is W. Thomas Crain, Jr. and my date of birth is 12/1/77

My address is 7132 Tabor Drive, Dallas, TX, 75231, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 21st day of June, 20 19
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)