

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF WATER TREATMENT CHEMICALS
WITH
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 the purchase of water treatment chemicals, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and BRENNTAG SOUTHWEST, INC., whose offices are located at P.O. Box 970230, Dallas, Texas 75397 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase water treatment chemicals; and

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

WHEREAS, City has determined the bid submitted by Vendor is the lowest responsible bid for chlorine (ton cylinder), granulated CL2 70% (HTH), aluminum chlorohydrate, liquid cationic polymer (55 gallon), sodium permanganate 20%, and sodium hydroxide 17%; 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 sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 22-011 dated October 2021 ("IFB"); (b) Vendor's Response to IFB; and (c) any exhibits and/or addenda

thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) 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.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods as outlined in the IFB; Addenda to IFB; and Response to IFB submitted by Vendor, all as specified 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 Addenda to IFB and as offered by Vendor in its Response to the IFB.

The provision of 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.

4.0 ITEMS AWARDED AND SCOPE OF WORK

Items Awarded. Line Item No. 1, 3, 6, 7, 8, and 10 in "Attachment A – Bid Sheet" of Exhibit "A" are awarded to Vendor.

Scope of Work: Vendor shall satisfactorily provide the items described in Line Item No. 1, 3, 6, 7, 8, and 10 of "Attachment A – Bid Sheet" in Exhibit "A," attached hereto, within the contract term specified in Section 2.0. Vendor's undertakings shall be limited to providing goods and/or services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.0 COSTS

A. In consideration for the goods to be provided by Vendor, City agrees to pay Vendor the amounts set forth in Line Item No. 1, 3, 6, 7, 8, and 10 of "Attachment A – Bid Sheet" of Exhibit "A."

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Three Million Five Hundred Fifty Thousand and No/100 Dollars (\$3,550,000.00)** for the term of this Agreement.

6.0 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 or services provided; and
- C. Delivery or performance 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 successful service provider(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. 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); however, this 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 cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between 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
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.0 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 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.

13.0 INSURANCE

Vendor shall meet all insurance requirements set forth in Part II of IFB 22-011 and on the City's website at:

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

14.0 CITY'S REPRESENTATIVES

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

Chad Kinder
Superintendent – Utility Services
3400 Sunrise Road
Round Rock, Texas 78665
512-567-6427
ckinder@roundrocktexas.gov

15.0 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.

16.0 DEFAULT

If Vendor abandons or defaults under this Agreement 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 fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.0 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.0 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.

19.0 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 and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract 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.

20.0 ASSIGNMENT AND DELEGATION

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

21.0 NOTICES

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

void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.0 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. 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.

[Signatures on the following page.]

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 20, 2022

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



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

INVITATION FOR BID (IFB)

WATER TREATMENT CHEMICALS

SOLICITATION NUMBER 22-011

OCTOBER 2021

**WATER TREATMENT CHEMICALS
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in providing bulk water treatment chemicals to various locations within the Utilities and Environmental Services Department.
2. **BACKGROUND:** The City seeks to establish a multi-year agreement with qualified vendors to provide scheduled bulk deliveries of water treatment chemicals to the Water Treatment Plant, Wastewater Treatment Plant, Lake Creek Pump Station, and Georgetown Lake Pump Station. The City reserves the right to award contracts to multiple vendors.
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) 10-13
Attachment A – Bid Sheet	Page 14
Attachment B – Reference Sheet	Page 15

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

Allen Reich
 Purchaser
 Purchasing Division
 City of Round Rock
 Phone: 512-218-6682
 E-mail: areich@roundrocktexas.gov

Cheryl Kaufman
 Supervisor
 Purchasing Division
 City of Round Rock
 Phone: 512-218-5417
 E-mail: ckaufman@roundrocktexas.gov

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

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

EVENT	DATE
Solicitation released	October 21, 2021
Deadline for submission of questions	November 1, 2021 @ 5:00 PM, CST
City responses to questions or addendums	Approximately November 5, 2021 @ 5:00 PM, CST
Deadline for submission of responses	November 18, 2021 @ 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/city-businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://www.roundrocktexas.gov/city-businesses/solicitations/>

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> or 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: Allen Reich
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Late responses will not be considered and will be returned unopened if a return address is provided.

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 to carefully read the entire solicitation.

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

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

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

- Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.

Exhibit "A"

- **Attachment A: BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet 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.
- H. If the solicitation is evaluated with points, the respondent must earn a minimum of 15 points on criteria not related to cost in order to be considered for contract award.

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

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.
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

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.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-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/>.

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing water treatment chemicals 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, pumps, and all associated costs. The City shall not be responsible for any Respondent's tools, equipment, pumps, 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. **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. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to provide requested chemicals. Respondent may, however, use subcontracting and/or common carrier for authorized transportation of chemicals.
7. **PRICE INCREASE:** Contract prices for water treatment chemicals 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 unless otherwise approved by the City.
 - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase:**
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
 - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the 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 respondent(s) performance at any time 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.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **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.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website

at <https://www.roundrocktexas.gov/city-businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.

13. **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.
14. **POINT OF CONTACT (POC) / 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:
Chad Kinder
Water Treatment Plant Superintendent
Utilities and Environmental Services Department
Phone: 512-341-3134
E-mail: wkinder@roundrocktexas.gov
15. **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

**PART IV
SCOPE OF WORK**

1. **PURPOSE:** The City seeks to establish a multiyear agreement with qualified vendors to provide scheduled bulk deliveries of water treatment chemicals to the surface water treatment plant, ground water treatment plant, and wastewater treatment plant. This contract can be awarded to multiple vendors.

2. **TRANSPORTATION AND DELIVERY REQUIREMENTS:** The following transportation requirements are expected to be followed for the duration of the resulting contract-
 - A. Respondent may use subcontracting and/or common carrier for authorized transportation of chemicals.
 - B. Chemicals shall be delivered in conformance with all applicable federal, state, and local laws.
 - C. Items delivered shall be in new and unused condition.
 - D. All chemicals delivered shall be in suitable containers for shipment and storage.
 - E. All empty containers shall be removed by the vendor upon delivery of new containers at no cost to the City.
 - F. All chemical deliveries shall be transported in clean, properly identified, and labeled vehicles used only for the transport and delivery of the designated chemical. As applicable, the City will accept a certification of cleanliness in lieu of dedicated tanker trucks so long as all other elements of the chemical specifications are met.
 - G. All deliveries must include a certified weight ticket.
 - H. Deliveries shall be made during normal working hours; Monday-Friday 7:00AM-4:00PM unless otherwise agreed upon.
 - I. All deliveries shall be scheduled with the City.
 - J. Respondent shall notify the City of any possible delays and will continue to advise the City daily until the delivery is made. Default in scheduled delivery or failure to meet specifications, authorizes the City to purchase the product from a supplier of choice and charge overage (if any) to the defaulting vendor.
 - K. Delivery locations are as follows:
 - i. Water Treatment Plant
5494 N. IH 35
Round Rock, TX 78681
 - ii. Brushy Creek Regional Wastewater Plant
3939 E. Palm Valley Blvd.
Round Rock, TX 78664
 - iii. Lake Creek Well Site
310 S. Burnet St.
Round Rock, TX 78664
 - iv. Georgetown Lake Pump Station
2050 Cedar Breaks Rd.
Georgetown, TX 78628

3. **CHEMICAL SPECIFICATIONS:**
 - A. **Chlorine:** Chemical shall-
 - i. Be approved as a drinking water additive in accordance with National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) Standard 60.
 - ii. Be filtered with a media removing eighteen to twenty microns prior to filling any container for delivery to the City of Round Rock.
 - iii. Be 99.5 percent pure by volume.
 - iv. Contain no soluble mineral or organic substances in quantities producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with liquid chlorine.
 - v. Not to exceed 150 parts per million (ppm) moisture by weight.

Exhibit "A"

- vi. Not to exceed 10 ppm lead, 1 ppm mercury, 3 ppm arsenic or 30 ppm of the sum of all heavy metals.
 - vii. Use City owned equipment (hoist apparatus, hand truck, etc.)
 - viii. The successful Respondent shall maintain a twenty-four (24) hour emergency service for liquid chlorine (if proposed) emergencies that includes, at a minimum, the following:
 - a) Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
 - b) Have all necessary equipment and apparatus for managing and remediating any emergency leak or release of chlorine from Respondent supplied cylinders or containers.
 - c) Follow procedures for the removal and disposal of defective or leaking cylinders or containers.
 - ix. The successful respondent shall, **AT NO ADDITIONAL COST TO THE CITY**, provide annual training to city employees on the characteristics and safe handling practices of chlorine gas if chlorine product is being proposed.
 - x. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).
- B. Liquid Aluminum Sulfate:** Material shall-
- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
 - ii. Contain no less than 8 percent water-soluble aluminum oxide.
 - iii. Contain no less than .35 percent water soluble iron.
 - iv. Be free of insoluble and suspended matter, including but not limited to chips, dirt, grit, and all other foreign matter.
 - v. Possess adequate clarity for the easy reading of measuring devices.
 - vi. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.
 - vii. The quantity of chemical sample product requested by the City shall be at least five (5) gallons.
 - viii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).
- C. Liquid Aluminum Sulfate with 2% Copper Sulfate:** Material shall-
- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
 - ii. Contain no less than 8 percent water-soluble aluminum oxide.
 - iii. Contain no less than .35 percent water soluble iron.
 - iv. Be free of insoluble and suspended matter, including but not limited to chips, dirt, grit, and all other foreign matter.
 - v. Possess adequate clarity for the easy reading of measuring devices.
 - vi. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.
 - vii. The quantity of chemical sample product requested by the City shall be at least five (5) gallons.
 - viii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).
- D. Aluminum Chlorohydrate:** Material shall-
- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
 - ii. Contain approximately 50% aluminum chlorohydrate by weight.
 - iii. Contain no more than 100 ppm Fe₂O₃.
 - iv. Contain a relative basicity of 83%.
 - v. Be free of insoluble and suspended matter, including but not limited to chips, dirt, grit, and all other foreign matter.
 - vi. Possess adequate clarity for the easy reading of measuring devices.
 - vii. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.

- viii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).
- E. **Liquid Cationic Polymer:** Material shall-
- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
 - ii. Have a high molecular weight.
 - iii. Be cationic.
 - iv. Be a liquid that is readily soluble in water at all concentrations.
 - v. Be effective over a pH range of 5.0 to 7.0 Standard Units.
 - vi. Be effective over a temperature range from five degrees Celsius to 30 degrees Celsius.
 - vii. Be resistant to chlorine.
 - viii. Contain no less than .35 percent water soluble iron.
 - ix. Be free of insoluble and suspended matter, including but not limited to chips, dirt, grit, and all other foreign matter.
 - x. Possess adequate clarity for the easy reading of measuring devices.
 - xi. Be in clean, properly identified and labeled fifty-five (55) gallon drums.
 - xii. Respondent shall remove emptied containers when new containers are delivered.
 - xiii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).
- F. **Sodium Permanganate 20%:** Material shall-
- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
 - ii. Contain 19 to 21.5% sodium permanganate.
 - iii. Have a pH between 5 and 8 standard units.
 - iv. Have a specific gravity of 1.15 to 1.17.
 - v. Be delivered into a bulk storage container through 2-inch female quick adapter
 - vi. The successful Respondent shall maintain a twenty-four (24) hour emergency service for Potassium Permanganate emergencies that includes, at a minimum, the following:
 - a) Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
 - b) Have all necessary equipment and apparatus for managing and remediating an emergency leak or release of sodium permanganate.
 - viii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).
- G. **Liquid Ammonium Sulfate:** Material shall-
- i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
 - ii. Contain no soluble mineral or organic substances in quantities producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with chlorine.
 - iii. Contain 10% ammonia (NH₃).
 - iv. Be completely soluble in water.
 - v. Be delivered into a bulk storage tank through a standard 2-inch female quick connect.
 - vi. The successful Respondent shall maintain a local twenty-four (24) hour emergency service for liquid ammonium sulfate emergencies that includes, at a minimum, the following:
 - a) Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
 - b) Have all necessary equipment and apparatus for managing and remediating an emergency leak or release of liquid ammonium sulfate.
 - vii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).
- H. **Sodium Hydroxide (17%):** Material shall-
- i. Contain 17 – 20% sodium hydroxide.

- ii. Be completely soluble in water.
- iii. Be in clean, properly identified and labeled totes used only for the transport and delivery of sodium hydroxide.
- iv. The successful Respondent shall maintain a local twenty-four (24) hour emergency service for liquid ammonium sulfate emergencies that includes, at a minimum, the following:
 - a) Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
 - b) Have all necessary equipment and apparatus for managing and remediating an emergency leak or release of sodium hydroxide.
- vii. Respondent shall provide a safety data sheet (SDS) and, upon request from the City, a certificate of analysis (COA) or certificate of compliance (COC).

4. TESTING REQUIREMENTS:

- A. The City of Round Rock reserves the right to request chemical product samples of all other chemicals in addition to the required samples for liquid aluminum sulfate, liquid aluminum sulfate with 2% copper sulfate, and liquid cationic polymer coagulant aid.
- B. Upon request from the City, the awarded vendor shall submit samples for testing within 14 days of the request at no cost to the City.
- C. Samples will be sent to:

**Chad Kinder
3400 Sunrise Rd.
Round Rock, TX 78665**

5. CONTRACTOR RESPONSIBILITIES: The Respondent shall-

- A. Provide the City with a primary and secondary POC for each delivery.
- B. Notify the City's POC 1 hour prior to delivery. If the City's primary point of contact is not available, contractor shall contact the secondary point of contact.
- C. Ensure each delivery driver has adequate directions to the delivery location.

6. CITY RESPONSIBILITIES: The City will-

- A. Provide access to all delivery locations and have personnel on site at the time of delivery.
- B. Provide the vendor with a primary and secondary POC for all deliveries.
- C. Coordinate all deliveries with vendor.
- D. Be responsible for inspecting delivered products for conformance.

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 22-011 Water Treatment Chemicals in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>
 - A. 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.
 - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>
 - D. By the signature affixed on Attachment A – Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor, or any other person engaged in such line of business.
 - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit "A"
Attachment A- Bid Sheet
Water Treatment Chemicals
IFB 22-011

The Respondent represents by their signature below that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 22-011 Water Treatment Chemicals. The Respondent acknowledges that they have received and read the entire solicitation packet, attachments, addendums, and all documents incorporated by reference, and agrees to be bound by the terms therein.

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

No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Chlorine (Ton Cylinder)	205	Ton	\$1,800.00	\$369,000.00
2	Chlorine (150lb Cylinders)	250	Each	NO BID	\$0.00
3	Granulated CL2 70% (HTH)	1000	lbs	\$3.25	\$3,250.00
4	Liquid Aluminum Sulfate	500	Dry Ton	\$316.60	\$158,300.00
5	Liquid Aluminum Sulfate with 2% Copper Sulfate	500	Dry Ton	\$390.20	\$195,100.00
6	Aluminum Chlorohydrate	150	Dry Ton	\$1,425.06	\$213,759.00
7	Liquid Cationic Polymer (55 gallon)	110,000	lbs	\$0.7977	\$87,747.00
8	Sodium Permanganate 20%	25,550	lbs	\$1.1960	\$30,557.80
9	Liquid Ammonium Sulfate (LAS)	70,000	Gallon	\$1.48	\$103,600.00
10	Sodium Hydroxide 17%	3,025	Gallon	\$1.74	\$5,263.50
Estimated Annual Total:					\$1,166,577.30

COMPANY NAME:

Brenntag Southwest, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Gayle Tullier

PRINTED NAME:

Gayle Tullier

PHONE NUMBER:

(512) 278-1600 (Local Office) / (225) 802-1389 (Cell)

EMAIL ADDRESS:

gtullier@brenntag.com

Exhibit "A"

City of Round Rock
Water Treatment Chemicals
IFB 22-011
Class/Item: 885-94 / 190-36
October 2021

ATTACHMENT B
REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 22011

RESPONDENT'S NAME: Brenntag Southwest, Inc. DATE: November 16, 2021

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	<u>City of Austin</u>
Name of Contact	<u>Georgia Billela</u>
Title of Contact	<u>Contract Management Supervisor</u>
E-Mail Address	<u>Georgia.Billela@austintexas.gov</u>
Present Address	<u>625 E 10th Street</u>
City, State, Zip Code	<u>Austin, Texas 78701</u>
Telephone Number	<u>(512) 972-0096</u> Fax Number: <u>(512) 972-0346</u>

2. Company's Name	<u>City of Houston</u>
Name of Contact	<u>Catherine Scott</u>
Title of Contact	<u>Senior Procurement Specialist</u>
E-Mail Address	<u>Catherine.Scott2@houstontx.gov</u>
Present Address	<u>901 Bagby</u>
City, State, Zip Code	<u>Houston, Texas 77002</u>
Telephone Number	<u>(832) 393-8803</u> Fax Number: <u>()</u>

3. Company's Name	<u>City of Temple</u>
Name of Contact	<u>Sarah Parker</u>
Title of Contact	<u>Purchasing Manager</u>
E-Mail Address	<u>sparker@templetx.gov</u>
Present Address	<u>3210 East Avenue H</u>
City, State, Zip Code	<u>Temple, Texas 76501</u>
Telephone Number	<u>(254) 298-5801</u> Fax Number: <u>()</u>

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 22-011

Addendum No: 1

Date of Addendum: 11/4/21

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

- I. **Clarification:** In Part IV of the solicitation multiple chemical sections state "The quantity of chemical sample product requested by the City shall be at least five (5) gallons."
This statement for each of these chemical sections shall now read "The quantity of chemical sample product requested by the City shall be up to five (5) gallons." **The typical sample size requested will be 8oz.**
- II. **Questions:**
 - Q. What is the average size order for liquid cationic polymer?
A. The typical order would be 20 drums.
 - Q. What size sample will the City require for testing?
A. The typical sample size requested will be 8oz.
 - Q. When do I send my chemical samples to the City for review?
A. The City does not expect chemical samples to be submitted with the bids. The City reserves the right to request chemical samples prior to award of the contract or at any point in time during the resulting contract(s).
- III. **Additional Information:** Please see the attached bid tabulation from the previous solicitation, Invitation for Bid 16-013 Water Treatment Chemicals.
- IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
 Allen Reich, Purchaser
 Purchasing Office, 512-218-6682 11/4/21

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

ACKNOWLEDGED BY:
Brenntag Southwest, Inc.  November 16, 2021
 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.