



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

IFB No. 17-006

INVITATION FOR BID

FOR

POOL CHEMICALS

January 2017

**CITY OF ROUND ROCK
INVITATION FOR BID
FOR
POOL CHEMICALS

PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks formal bids to establish a multiple year agreement with a qualified person, firm or corporation, herein after “Respondent”, to provide all equipment, material and labor necessary to supply and deliver various pool chemicals for treating swimming pools located at various locations throughout the City of Round Rock, Texas.
2. **BACKGROUND:** The Round Rock Parks and Recreation Department operates four heavily used aquatic swimming pools. Three of these pools are used year round as well as the City Hall Fountain. This agreement is for the bulk purchase of liquid chlorine and sulfuric acid which would allow us to order chemicals when needed to satisfy operating requirements while receiving the best pricing.
3. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
 - 3.1 **Attachment A:** Bid Sheet
 - 3.2 **Attachment B:** Reference Sheet
 - 3.3 **Attachment C:** Addendum Acknowledgment Form
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM
Purchaser
Purchasing Division
City of Round Rock
E-mail: mschurwon@roundrocktexas.gov

The individual 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.
5. **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:
 - 5.1. Be firms, corporations, individuals or partnerships normally engaged in providing and delivering various pool chemicals for treatment of swimming pools as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 5.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein. 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;

- 5.3. 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.
6. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in the supply and deliver of various pool chemicals for treatment of swimming pools.
7. **DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
8. **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:
 - 8.1. 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;
 - 8.2. 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;
 - 8.3. 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.
9. **PRICING:** The Respondent shall determine and submit a fixed cost for the purchase and delivery of all pool chemicals 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.
10. **PRICE INCREASE:** Contract prices for the various pool chemicals shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.
 - 10.1. **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/>
 - 10.2. **Procedure to Request Increase:**
 - 10.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. 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

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January 2017

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**

10.2.2. 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.

11. AGREEMENT TERM: The terms of the awarded agreement shall include but not be limited to the following:

11.1 The term of the agreement shall begin from date of award and shall remain in full force for sixty months (60) months.

11.2 The City reserves the right to review the awarded respondents' performance anytime during the contract term.

11.3 If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.

12. 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 pool chemicals delivered are not in full compliance with the specifications. In the event that pool chemicals delivered are not to the satisfaction of the City, vendor shall re-deliver the required chemicals for replacement at no additional cost to the City. The City designated representative shall determine if the pool chemicals are to be re-placed, or portions thereof. If any agreement or purchase order is cancelled for non-acceptance, the needed pool chemicals may be purchased elsewhere and the vendor may be charged liquidated damages.

PART II
SPECIFICATIONS

SCOPE: The City of Round Rock requests various pool chemicals for the treatment of swimming pools located at various locations throughout the City of Round Rock, Texas.

1. **SERVICE REQUIREMENTS:** Services shall be performed and products delivered to the following locations at:

**Rock'n River Water Park
3300 Palm Valley Boulevard
Round Rock, Texas 78665**

**Micki Kresbsbach Pool
301 Deepwood Dr.
Round Rock, Texas 78664**

**Lake Creek Pool
800 Deerfoot Dr.
Round Rock, Texas 78664**

**Clay Madsen Recreation Center
1600 Gattis School Road
Round Rock, Texas 78664**

**City Hall Fountain
221 E. Main Street
Round Rock, Texas 78664**

2. **POOL CHEMICALS**

Liquid Chlorine 10% - Bulk
Sulfuric Acid 38% - 30 Gallon Drums
Sulfuric Acid 38% - 15 Gallon Pails

3. **CHEMICAL SPECIFICATIONS:** All chemicals specified herein shall meet with the intended use, critical requirements and delivery specifications for this solicitation.
4. **CHEMICAL TESTING:** All chemicals will be subject to inspection and testing and all costs shall be borne by the supplier. Bidders are to submit material safety data sheets with your bid response for all chemicals.
5. **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.
6. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- 6.1 Respondent'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.

6.2 The City's designated representative: Upon contract award, the City's designated representative shall be:

Nichole Bohner
Aquatics Manager
Parks and Recreation
E-mail: nbohner@roundrocktexas.gov

7. WORKFORCE: Successful Respondent shall:

- 7.1** Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- 7.2** Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 7.3** 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.

8. 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 goods/services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

9. PERMITS: The Successful Respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion and delivery of goods/services as specified herein.

PART III

SCHEDULE AND RESPONSE INSTRUCTIONS

1. SCHEDULE OF EVENTS: It is the City's intention to comply with the following solicitation timeline:

EVENT	DATE
Solicitation released	January 27, 2017
Deadline for submission of questions	February 3, 2017 @ 5:00 PM, CST
City responses to questions or addendums	February 7, 2017 @ 5:00 PM, CST
Deadline for submission of responses	February 14, 2017 @ 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 the 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 <http://www.roundrocktexas.gov/bids>

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. 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, cancelations, 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.

3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock – 1st Floor Receptionist Desk
Attn: Mike Schurwon, CPPB, CTPM
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 3.1 Sealed responses shall be clearly marked on the outside of packaging with the respondent/company name, solicitation name, bid number (IFB-17-006), due date and “DO NOT OPEN”.
- 3.2 Facsimile or electronically transmitted responses are not acceptable.
- 3.3 Responses cannot be altered or amended after opening.
- 3.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 3.6 Samples and/or copies shall be provided at the Respondent’s expense, and shall become the property of the City.
5. **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:
- 5.1 Purchase price;
- 5.2 Reputation of Respondent and of Respondent’s goods and services;
- 5.3 Quality of the Respondent’s goods and services;
- 5.4 The extent to which the goods and services meet the City’s needs;
- 5.5 Respondent’s past performance with the City;
- 5.6 The total long-term cost to the City to acquire the Respondent’s goods or services;
- 5.7 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 to clarify.

6. **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. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City’s website at: <http://www.roundrocktexas.gov/bids>

7. **POST AWARD MEETING:** The City and successful respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 7.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 7.2 Provide City contact(s) information for implementation of agreement.
 - 7.3 Identify specific milestones, goals and strategies to meet objectives.
8. **NON-APPROPRIATION:** The resulting agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and 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.

PART IV

RESPONSE 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.

Respondents shall submit one (1) evident signed "Original" and three (3) copies of the response requirements including any required attachments and one (1) electronic copy of IFB response including any attachments on a flash drive. The 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 invitation for bids.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment C: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

PART IV
RESPONSE REQUIREMENTS
(Continued)

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>

Additional Information Requested:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

PART V
CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** 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.
 - 1.1 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.
 - 1.2 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.

PART VI
GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS
(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: <http://www.roundrocktexas.gov/bids>
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>

PART VI

**GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS
(Continued)**

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

Pool Chemicals

POOL CHEMICAL LIST ITEMIZED AS FOLLOWS:

1. LIQUID CHLORINE, 10% BULK

1.1. All liquid chlorine delivered shall be delivered to all City locations as follows:

**Rock'n River Water Park
3300 Palm Valley Boulevard
Round Rock, Texas 78665**

**Lake Creek Pool
800 Deerfoot Dr.
Round Rock, Texas 78664**

**Clay Madsen Recreation Center
1600 Gattis School Road
Round Rock, Texas 78664**

2. SULFURIC ACID 38%, 30 GALLON DRUMS

2.1 All sulfuric acid, 20 gallon drums shall be delivered to all City locations as follows:

**Rock'n River Water Park
3300 Palm Valley Boulevard
Round Rock, Texas 78665**

**Micki Kresbsbach Pool
301 Deepwood Dr.
Round Rock, Texas 78664**

**Lake Creek Pool
800 Deerfoot Dr.
Round Rock, Texas 78664**

**Clay Madsen Recreation Center
1600 Gattis School Road
Round Rock, Texas 78664**

3. SULFURIC ACID 38%, 15 GALLON DRUMS

3.1 All sulfuric acid, 15 gallon drums shall be delivered to all City locations as follows:

**City Hall Fountain
221 E. Main Street
Round Rock, Texas 78664**

City of Round Rock
 Pool Chemicals
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**ATTACHMENT A: BID FORM
 PURCHASING DEPARTMENT
 221 E. Main Street • Round Rock, Texas 78664-5299**

SOLICITATION INFORMATION

Solicitation Number: 17-006
 Solicitation Name: Pool Chemicals
 Opening Date: February 14, 2017
 Opening Time: On or Before 3:00 PM CST
 Opening Location: City of Round Rock
 Attn: City Hall 1ST Floor Receptionist Desk
 221 E. Main Street
 Round Rock, TX 78664

RESPONDENT INFORMATION

Tax ID Number: _____
 Business Name: _____
 Address: _____
 Address: _____
 Contact: _____
 Telephone: _____
 Email: _____

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>

Item	Description	Quantity	U of M	Unit Price	Extended Price
1	Liquid Chlorine, 10% bulk	28,000	Gallons		
2	Sulfuric Acid 38%, 30 gallon drums	3,510	Gallons		
3	Sulfuric Acid 38%, 15 gallon drums	360	Gallons		
TOTAL EXTENDED PRICE: \$					_____

By the signature hereon affixed, 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. Further, by signing and submitting this response the Respondent acknowledges:

- That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.
- The respondent is not currently delinquent in the payment of any debt owed to the City.

Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.

The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part I, #9 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

Yes No **Response shall include one (1) signed original and two (2) copies of bid response.**

Printed Name _____ Authorized Signature _____ Date _____
 Failure to sign response will disqualify response.

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Pool Chemicals
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**ATTACHMENT C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Respondent (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

SOLICITATION INSTRUCTIONS
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS
OF SOLICITATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. SOLICITATION REQUIREMENTS:

- 1.1 Responding requires pricing per unit shown and extensions. If trade discount is shown on solicitation, it should be deducted and net line extensions shown. Respondents guarantees product offered will meet or exceed specifications identified in this Invitation for Bid (IFB).
- 1.2 Solicitations shall be submitted on Solicitation Sheet. Each response shall be placed in a separate envelope completely and properly identified. Responses must be in the Purchasing Department before the hour and date specified on the solicitation.
- 1.3 Late responses properly identified will be returned to respondent unopened. Late responses will not be considered.
- 1.4 Respond F.O.B. destination, freight, prepaid, & allowed unless otherwise specified on the solicitation. If otherwise, show exact cost to deliver.
- 1.5 Response shall show unit price on quantity and unit of measure specified, extension and show total. In case of errors in extension, unit prices shall govern. Responses subject to unlimited price increase will not be considered.
- 1.6 Submitted prices shall be firm for acceptance 30 days from solicitation opening date. "Discount from List" responses are not acceptance unless requested. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- 1.7 Responses shall give Tax Identification Number, full name and address of respondent. Failure to sign will disqualify response. Person signing response shall show title and authority to bind signatories firm in an agreement. Firm name should appear on each page in the block provided in the upper right corner. Business Entity shall be one (1) of the following: Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Government, or Non-profit, all others shall be specified. **INDIVIDUAL:** List name and number as shown on Social Security Card. **SOLE PROPRIETORSHIP:** List legal name followed by legal business name and Social Security Number. **ALL OTHERS:** List legal name of entity and Tax Identification Number (TIN).
- 1.8 Responses cannot be altered or amended after opening time. Any Alterations made before opening time shall be initiated by respondent or an authorized agent. No response can be withdrawn after opening time without approval of the CITY based on a written acceptable reason.
- 1.9 The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in response.
- 1.10 The City reserves the right to accept or reject all or any part of response, waive minor technicalities and award the response to best serve the interests of the City. Split awards may be made at the sole discretion of the City.
- 1.11 Consistent and continued tie responses could cause rejection of responses by the City and/or investigation for antitrust violations.
- 1.12 Telephone, facsimile, and electronically transmitted responses are not acceptable in response to the solicitation.
- 1.13 **CAUTION:** Solicitation invitation allows sufficient time for receipt of the preferred mail response. The City shall not be responsible for responses received late, illegible, incomplete, or otherwise non-responsive.

2. SPECIFICATION:

- 2.1 Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised under the provisions of Section 252.022 of the Texas Local Government Code. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered are requested to be made a part of the response. If respondent takes no exceptions to specifications or reference data in response, respondent will be required to furnish brand names, numbers, etc., as specified in the solicitation.
 - 2.2 All items on the solicitation shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the solicitation. Verbal agreements to the contrary will not be recognized.
 - 2.3 Samples, when requested, must be furnished free of expense to the City. If not destroyed in examination, they will be returned to the respondent, on request, at respondent expense. Each example should be marked with respondents' name and address, City solicitation number and code. Do not enclose in or attach to response.
 - 2.4 The City will not be bound by any oral statement or representation contrary to the written specifications of the solicitation.
 - 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. **TIE RESPONSES:** In case of tie responses, the award will be made in accordance with Section 271.901 of the Texas Local Government Code.
4. **DELIVERY:**
- 4.1 Response shall show number of days required to place material in City's designated location under normal conditions. Failure to state deliver time obligates respondent to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Vendor list. (See 4.2 following.)
 - 4.2 If delay is foreseen, Vendor shall give written notice to the City. The City has the right to extend delivery date if reasons appear valid. Vendor shall keep the City advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
 - 4.3 No substitutions or cancellations permitted without written approval of the City.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the City, unless otherwise specified in the solicitation.
5. **INSPECTION AND TESTS:** All goods will be subject to inspection and test by the City to the extent practicable at all times and places. Authorized City personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests may be performed on samples submitted with the response or on samples taken from regular shipments. If the products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods, which have been delivered and rejected in whole or in part, may, at the City's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.
6. **AWARD OF AGREEMENT:** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the solicitation. Responses do not become agreements or purchase orders unless and until they are accepted by the City through its designees and an agreement or a purchase order is issued. The agreement or purchase order shall be governed, construed, and interpreted under the Charter of the City and the laws of State of Texas. All agreements or purchase orders are subject to the approval of the City Council or Manager.
7. **PAYMENT:** Vendor shall submit three (3) copies of an invoice showing the agreement or purchase order number on all copies.
8. **PATENTS AND COPYRIGHTS:** The Respondent agrees to protect the City from claims involving infringements of patents or copyrights.
9. **RESPONDENT ASSIGNMENTS:** Respondent hereby assigns to the purchaser any and all claims for overcharges associated with this agreement, which arise under the antitrust laws of the State of Texas. TX, Bus. And Comm. Code Ann. Sec. 15.01, et seq. (1967).
10. **RESPONDENT AFFIRMATION:**

City of Round Rock
Pool Chemicals
IFB No. 17-006
Class/Item: 885-40
January 2017

- 10.1 Signing the response with a false statement is a material breach of agreement and shall void the submitted response or any resulting agreements, and the Respondent shall be removed from all Vendor lists. By signature hereon affixed, the respondent hereby certifies that:
 - 10.2 The respondent has not given, offered to give, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted response.
 - 10.3 The respondent is not currently delinquent in the payment of any debt owed the City.
 - 10.4 Neither the respondent nor the firm, corporation, partnership, or any entity represented by the respondent, or anyone acting for such firm, corporation, or entity has violated the antitrust laws of this State codified in Section 15.01 et. Seq. Texas Business and Commercial 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.
 - 10.5 The respondent has not received compensation for participation in the preparation of the specification for the solicitation.
11. **NOTE TO RESPONDENTS:** Any terms and conditions attached to response will not be considered unless the respondent specifically references them on the front of the response form. **WARNING:** Such terms and conditions may result in disqualification of the response (e.g. responses with the laws of a state other than Texas requirements for prepayment, Limitations on remedies, etc.) The City of Round Rock can only accept responses which contain all the terms and conditions of its formal solicitation; in particular, all respondents' affirmations and certifications must be included. Submission of responses on forms other than City's form may result in disqualification of your response.
 12. **INQUIRIES:** Inquiries pertaining to Solicitation invitations must give Solicitation number, codes, and opening date.