



**Request for Bid**  
**RFB No. 2021-001**  
**Water and Wastewater Chemicals**

**Issue Date: December 1, 2021**

**Closing Date & Time: December 17, 2021, at 2:00 p.m.**

**Opening Date & Time: December 17, 2021, at 2:01 p.m.**

For Information Contact: Bryan Gray, Purchasing Manager, 512-990-6153  
[bryang@pflugervilletx.gov](mailto:bryang@pflugervilletx.gov)

Electronic bids will be received: Texas Bid System site: <https://www.bidnetdirect.com/texas>

Purchasing Services  
100 E. Main Street  
Suite 100  
Pflugerville, TX 78660  
Telephone 512-990-6153  
Fax 512-251-5768  
[www.pflugervilletx.gov](http://www.pflugervilletx.gov)

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**RFB No. 2021-001**  
**For Water and Wastewater Chemicals**

**REGISTER INTEREST**

You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and to email to: [bryang@pflugervilletx.gov](mailto:bryang@pflugervilletx.gov)

**Company/Firm:** ChemNation, Inc.  
**Name of Contact Person(s):** Terri O'Neal  
**Email(s):** toneal@chemnationinc.com  
**Telephone:** 866-477-2170 **Fax:** 866-377-2141  
**Mailing Address:** P.O. Box 130807, Spring, TX 77393-0807

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It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Pflugerville.  
Notices and addenda are posted on the City's website and can be accessed at: [www.bidnetdirect.com/texas](http://www.bidnetdirect.com/texas)

City of Pflugerville Purchasing Services  
Post Office Box 589  
Pflugerville, TX 78691  
Telephone 512-990-6153  
Fax 512-251-5768  
[www.pflugervilletx.gov](http://www.pflugervilletx.gov)

## I. Schedule for Solicitation

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Pflugerville

Issuance of the RFB	December 1, 2021
Deadline for questions in 5:00 p.m.	December 9, 2021
Bids due by 2:00 p.m.	December 17, 2021

Tentatively, the final selection decision will be made and submitters will be notified of award by January 2022. This schedule is subject to change by the City.

## II. Contact with City of Pflugerville

The contact person for this solicitation process is: Bryan Gray, Purchasing Manager who can be reached at:

Email: [bryang@pflugervilletx.gov](mailto:bryang@pflugervilletx.gov) Telephone: (512) 990-6153 Fax: (512) 251-5768

Questions concerning the solicitation must be submitted to contact person **in writing** on or before date shown in the schedule above.

**Contact with someone other than the Purchasing Manger listed above, or his/her designated representative, at the City of Pflugerville concerning this solicitation may be grounds for removal from consideration.**

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Pflugerville. Addenda will be made available at [wvs.bidnetdirect.com/texas](http://wvs.bidnetdirect.com/texas). Interested vendors are encouraged to return the Register Interest form on the previous page.

### **Join Microsoft Teams for Bid Opening:**

## Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 512-387-8593](tel:+15123878593),988880054# United States, Austin

Phone Conference ID: 988 880 054#

### **III. Definitions**

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) "City" means and refers to the City of Pflugerville, Texas.
- (2) "Company" or "Firm" means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) "Bid" or "Submission" refers to a response submitted to an RFB.
- (4) "RFB" means and refers to a Request For Bid that will be awarded based on lowest responsible bid or best value to City of Pflugerville.
- (5) "Selected submission" means and refers to the submission sent to the City of Pflugerville by the Selected Firm.
- (6) "Selected Firm" means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (7) "Solicitation" means an RFB issued by the City Pflugerville seeking products or services described in the document.
- (8) "Submitter" or "Vendor" or "Bidder" or "Contractor" means a firm that submits a response to a solicitation.
- (9) "Contract documents" includes the RFB and all of the Appendices attached to the RFB.
- (10) "Day" means a calendar day unless otherwise specifically defined.

#### **IV. REQUESTED SERVICES/PRODUCTS**

##### **A. Scope of Services / Specifications**

**The City of Pflugerville is accepting electronic bids for Water and Wastewater bulk chemicals from qualified vendors to be used throughout the City.**

- (1) Detailed specifications are attached as Appendices.
- (2) Bidders may,
- (3) Bid all or part of,
- (4) Select chemicals in the solicitation
- (5) The City of Pflugerville may award multiple contracts to multiple parties, if it is in the best interest of the City.
- (6) The bidder will deliver chemicals to the water treatment plant, the wastewater treatment plant, two (2) water well sites, and two (2) lift station sites.
- (7) All deliveries will be unloaded and placed in the proper storage area by the bidder.
- (8) The bidder must be able to deliver within forty-eight (48) hours of notification.
- (9) Purchases made during the contract period will be on an "as-needed" basis. The bidder shall assume no guarantees as to the number or frequency of purchase, or the amount of payments under the terms of this contract.

##### **B. Terms, Conditions, and Requirements**

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

##### **C. Term of Contract**

- (1) Contract will commence upon acceptance and approval by the Pflugerville City Council and shall remain in effect for thirty-six (36) months. The contract can be extended for two (2) additional twelve (12) month renewal periods at the discretion of the City.
- (2) The City at its option, may terminate the contract in whole or part by giving the successful bidder a written thirty (30) day notice if at any time the City determines that such termination is in its best interest and it agrees to pay the successful bidder for the items actually furnished. The successful bidder will not be entitled to lost or anticipated profits should the City choose to terminate the contract.

**D. Rate Adjustments**

*Note: State Law prohibits increasing the original contract by more than 25%. Increases requested beyond 25% will be rejected and the supplier may be considered in breach of contract.*

- (1) Pricing review will be made every twelve (12) months.
- (2) The pricing method and/or percentage markup proposed by the bidder shall remain fixed and firm during the first twelve (12) months of the contract; however, the bidder may offer incentive discounts from the fixed price to the City of Pflugerville anytime during the contractual term.
- (3) The City will review requests for rate adjustments after service has been provided for one (1) year (12 month) period.
- (4) Documentation must be provided to justify price adjustments, which may be allowed for pass through price decreases or increases provided by the manufacturer.
- (5) The City will determine whether any requested rate adjustment is in the best interest of the City and the City reserves the right to accept or reject all price adjustments.
- (6) Any rate adjustment will be a factor in the extension/renewal review process and must be fully justified in writing.

**E. Availability:**

Bidders are required to quote materials that will meet or exceed the minimum specifications herein. Default in promised availability without acceptable reasons, or failure to meet the specifications without remedy, shall cause the City at its option to purchase the service elsewhere, including the next lowest and best responsible bidder, in order, or alternate bidder, and if such next or alternate bidder meets the specifications required. The purpose of this provision is to provide the most advantageous bid to the City, based on the contractual terms that the City will also consider factors other than the price when awarding contracts and may, under the terms of this contract, consider and accept an alternate bid as provided herein as most advantageous to the City. In any event, the City shall have the right to cancel for default all or any part hereof, including warranties of vendor, or if the vendor becomes insolvent, or commits acts of bankruptcy. In addition, the City in accordance with provisions of this contract may terminate the performance of work under this order, in whole, or in part.

- F. **Reservations by City:** The City of Pflugerville reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Pflugerville will not reimburse vendors for any costs incurred during the preparation or submittal of responses to this solicitation.

Furthermore, the City expressly reserves the right to:

- (1) Waive any defect, irregularity, or informality in any submittal or procedure;
- (2) Extend the solicitation closing time and date;
- (3) Reissue this solicitation in a different form or context;
- (4) Procure any item by other allowable means;
- (5) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation;
- (6) Extend any contract when most advantageous to the City, as set forth in this solicitation; and/or
- (7) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

## **V. REQUEST FOR BIDS – SUBMISSION AND AWARD PROCEDURES**

### **A. Requirements**

#### Pricing Forms

- (1) Bids are to be submitted with a response on each item.
- (2) All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 74-1737408.

### **B. Completeness of Submission**

- (1) Vendors are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.
- (2) The vendor must attach all required forms with each submission copy. Forms must be signed by a representative of the vendor authorized to bind the vendor contractually. The vendor must include a statement identifying any exceptions to the RFB or declare that there are no exceptions taken to the RFB.



**C. Bid Response Date:**

Bids must be received on the Texas Bid System site by

December 17, 2021 - 2:00 P.M. CST

The City will **NOT** accept a response submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

**D. Modification to or Withdrawal of Submission**

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification **WITHOUT** revealing the bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.
- (2) The written modification may be submitted by electronic transmission (email) to the Purchasing Manager identified earlier in this document. The written modification must be received by the City prior to the closing time.

**E. Submission Validity Period**

A submission responding to this RFB signifies the vendor's agreement that the submission and the content thereof, are **valid for ninety (90) days** following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful vendor.

**F. Vendor's Cost to Develop Submission**

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the vendor and shall not be reimbursed in any manner by the City.

**G. References**

The City reserves the right to request that a vendor provide references, upon request if the contractor is the winning bidder.

## H. Method of Award and Evaluation of Factors

(1) In accordance with Texas Local Government Code, Chapter 252 this solicitation, the City will award the contract to the:

- Lowest responsible bidder
- Bidder who provides goods or services at the best value for the City.

### (2) Lowest Responsible Bidder:

- (a) The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract.
- (b) If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will then compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (i) reject all bids or (ii) may award the contract based on the base bid with such deductions as produces a net total which is within the available funds.

### (3) Best Value:

- (a) In determining best value for the City, the City may consider:
  1. the purchase price;
  2. the reputation of the bidder and of the bidder's goods or services;
  3. the quality of the bidder's goods or services;
  4. the extent to which the goods or services meet the municipality's needs;
  5. the bidder's past relationship with the municipality;
  6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
  7. the total long-term cost to the municipality to acquire the bidder's good or services; and
  8. Any relevant criteria specifically listed in the request for bids or proposals

(b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Pflugerville reserves the right to contact any offer or, at any time, to clarify, verify or request information with regard to any bid.

(4) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders.

#### **I. Contract Award and Execution**

The final contract must be awarded and approved by the Pflugerville City Council if the amount of the contract will exceed \$50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

# **APPENDIX A**

## **Services/Products Bid Forms**

- (1) Pricing Form(s)

City of Pflugerville  
Bid No. 2021-001  
Water and Wastewater Chemical Bid Sheet

1. Clarifloc C-6232 Polymer      3-275 gal totes      Price per tote      \$ 3550.00  
Estimated (275gal)-60 totes/year  
Delivery address: Wastewater Treatment Plant  
15500 Sun Light Near Way  
Pflugerville, TX 78660.
  
2. Sodium Hypochlorite Aqueous Sol. 800-1000 gal/load Price per gal.      \$ N/A  
Estimated 15,000 gallons/year  
Delivery address: Wastewater Treatment Plant,  
15500 Sun Light Near Way  
Pflugerville, TX 78660.
  
3. Aluminum Sulfate, Technical Grade 4,500-5,000 gal/load Price per gallon \$ N/A  
Estimated 146,000 gal/year  
Delivery address: Wastewater Treatment Plant  
15500 Sun Light Near Way,  
Pflugerville, TX 78660.
  
4. Sodium Permanganate 20% Solution 55-Gallon Drum. Price per drum.      \$ N/A  
Estimated 40 drums/year  
Delivery address: Water Treatment Plant,  
17601 Weiss Lane  
Pflugerville, TX 78660.

Company Name ChemNation, Inc.

**\*\*\*PRICE per chemical above MUST include all delivery/fuel charges per chemical.**

Chemicals are to be delivered to the addresses specified above.  
Deliveries will be between the hours 7am -4pm, Monday – Friday.

City of Pflugerville  
2021-001  
Water and Wastewater Chemical Bid

Tax ID No: 82-0957461

Legal Business Name: ChemNation, Inc.

Address: P.O. Box 130807 505 Stonegate Drive, Suite 200


City State & Zip: Spring, TX 77393-0807 Katy, TX 77494-5652

Contact: Terri O'Neal

Telephone: 866-477-2170

Business Entity Type: Corporation

Email Address: toneal@chemnationinc.com

Authorized Signature 

Print Name Terri O'Neal

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, 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 Federal Antitrust laws, nor communicated directly or indirectly, The bid made to any competitor or any other person engaged in such line of business."

# **APPENDIX B**

## **Contract Requirements**

- (1) City of Pflugerville General Terms and Conditions
- (2) Insurance & Indemnification Requirements
- (3) Sales Tax Information

**City of Pflugerville General Terms and Conditions**  
**Updated 10/22/2021**

**By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.**

**1. Payments.** City will pay Contractor for goods and services in accordance with Chapter 2251, *Texas Government Code*. City, a municipality in the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322

**2. Multiyear Contracts.** If the City’s city council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). 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 continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

**3. Local Preference.** The City Council supports the local preference option for purchasing. In accordance with the State of Texas Local Government Code:

Texas Local Government Code Section 271.905 (b): In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.



Texas Local Government Code Section 271.9051 (b): In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

**4. No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions 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 response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

**5. Abandonment or Default.** A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**6. Disclosure of Litigation.** Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**7. Cancellation.**, the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**8. Annual Vendor Performance Review.** The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

**9. Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the contractor has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements.* When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

**10. Compliance with all Codes, Permitting and Licensing Requirements.** The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**11. Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

**12. Indemnity and Independent Contractor Status of Contractor.** Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

**13. Liens.** Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**14. Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

**15. Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**16. Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**17. Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**18. Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

**19. Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

**20. Amendment.** Any provision of the Contract is void and unenforceable if it authorizes Contractor to amend the Contract at its sole discretion or otherwise without a negotiated and signed amendment to the Contract.

**21. Texas Government Code Mandatory Provisions.** The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

**22. Equal Employment Opportunity.** Vendor agrees that during the performance of its contract it will:

1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted

**23. Subcontracting.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

**24. Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.

**25. Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.

**26. Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.

**27. Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.

City of Pflugerville  
Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
Commercial General (Public) Liability to include coverage for: Premises/Operations  Products/ Completed  Operations	1,000,000 per occurrence, 2,000,000 general aggregate  Or  2,000,000 combined single coverage limit	City to be listed as additional insured and provide 30- days notice of cancellation or material change in coverage  City to be provided a waiver of subrogation
Independent Contractors  Personal Injury  Contractual Liability		City prefers that insurer be rated B+V 1 or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Pflugerville (512)990-6100 A contract will not be issued without evidence of Insurance. We will only accept the ACORD 25 or ISO certificate of insurance forms.

## **TEXAS SALES TAX EXEMPTION INFORMATION**

**This information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.**

Under the Texas Tax Code Section 151.309, the City of Pflugerville is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Pflugerville.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Pflugerville. The form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>

or

<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

- (1) List itself (the contractor) as the purchaser and complete required information;
- (2) Fill in the name and required information about the seller;
- (3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Pflugerville – might include statement that purchase is related to contract with City of Pflugerville, Texas, for Project {description, e.g., New Street sewer lien project};
- (4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Pflugerville is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Pflugerville will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01- 339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: <http://www.window.state.tx.us/taxinfo/sales>

In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:

<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[http://info.sos.state.tx.us/pls/pub/readtacSext.ViewTAC?tac\\_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y](http://info.sos.state.tx.us/pls/pub/readtacSext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y)

## **APPENDIX C**

### **Forms to Complete and Return**

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Conflict of Interest Questionnaire (CIQ form)
- (3) Disclosure of Relationships with City Council/Officers (City Charter)
- (4) Litigation Disclosure
- (5) Minority/Women Owned Business
- (6) Certification Regarding Debarment
- (7) Non-collusion Affidavit
- (8) Resident Certification
- (9) Texas Public Information Act
- (10) Drug Free Work Place
- (11) Interlocal Cooperative Contracting



**Submission of Bid/Proposal and Acknowledgment of Addenda  
RFB/P No. 2021-001 Issued by City of Pflugerville, Texas**

The entity identified below hereby submits its response to the above identified RFB/P. The entity affirms that it has examined and is familiar with all of the documents related to RFB/P.

**DECLARATION OF INTENT**

I attest that the bid submitted is: (check one box below)

- 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.  
or
- 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No   1   issued   12/13/2021  

Addendum No        issued       

Addendum No        issued       

Addendum No        issued       

Date :   12/16/2021  

Bid of (entity name)   ChemNation, Inc.  

Signature of Person Authorized to Sign Submission:   *Terri O'Neal*  

Signor's Name and Title (print or type):   Terri O'Neal, President  

**PLEASE SIGN AND RETURN WITH BID**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.





**INSTRUCTIONS FOR CERTIFICATION REGARDING**  
**Certification Regarding Debarment, Suspension, Ineligibility,  
and Voluntary Exclusion**

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



where quality meets life

**PFLUGERVILLE**  
**T E X A S**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION**

Project Name: Water and Wastewater Chemicals  
Location: Pflugerville, Texas  
RFB/RFP #: RFB # 2021-001

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION**

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company ChemNation, Inc.

Name and Title of Authorized Representative Terri O'Neal, President

Signature 

Date 12/16/2021

**NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name:

Title:

Company:

Date:

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ (the person who signed above), known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_

A.D., 20 \_\_\_\_\_.

(Seal)

Notary Public Signature



## RESIDENT CERTIFICATION

### Texas Government Code - Chapter 2252 "Contracts With Governmental Entity" Subchapter A. Nonresident Proposers

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principle place of business is located.

Section 2252.001 includes the following definitions:

- (1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means . . . a municipality, county, public school district, or special-purpose district or authority;
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.


**As used on this form, the term "bidder" includes a person or business entity responding to a request for bids or competitive sealed proposal or request for qualifications.**

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: ChemNation, Inc.

Yes, I am a Texas Resident Bidder  No, I am not a  Resident Bidder

PRINTED NAME: Terri O'Neal

SIGNATURE: 

E-MAIL ADDRESS: toneal@chemnationinc.com

**Texas Public Information Act**  
**Steps To Assert Information Confidential or Proprietary**

All proposals, data, and information submitted to the City of Pflugerville are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

The City will comply with the Texas Public Information Act in providing any notice of any request.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: \_\_\_\_\_

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_ ChemNation, Inc. \_\_\_\_\_

Signature: Terri O'Neal Date: 12/16/2021

Print Name: Terri O'Neal Print Title: President

## DRUG-FREE WORK PLACE ACT CERTIFICATION

1. The contractor certifies that it will provide a drug-free work place by:
  - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor's work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the work place;
    - (2) the contractor's policy of maintaining a drug-free work place;
    - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
  - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
  - (e) Notifying the City of Pflugerville within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
  - (f) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
  - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
  
2. The contractor's headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: ChemNation, Inc.

Street Address: 505 Stonegate Drive, Suite 200

City: Katy County: Waller

State: Texas Zip Code: 77494-5652

SIGNED BY: *Terri O'Neal* Date Signed: 12/16/2021

Print Or Type Name And Title: Terri O'Neal, President



Interlocal Cooperative Contracting

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Pflugerville's solicitation, with the consent and agreement of the successful vendor(s) and the City of Pflugerville. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the vendor's response.

However, all parties indicate their understanding and all parties hereby expressly agree that the City of Pflugerville is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Pflugerville is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Vendor

Name: ChemNation, Inc.

Agree  X

Disagree

Date: 12/16/2021

**APPENDIX D**

**Specifications**

## CLARIFLOC C-6232 POLYMER

### Specification Sheet

#### Typical Properties

Physical Form	Clear to Milky White Liquid
Cationicity	Low
Freezing Point	7 F. (-14 C.)
Flash Point	>200 F.(<93 C.)
Density	8.6-8.7

#### Manufacturing Specifications

Total Solids	41- 48%
Residual AcAm	<1000 ppm
Neat Viscosity	300-2000 cPs
Molecular Weight	Structured



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6153
Fax 512-251-5768

Date: 12/13/21
RFB No: 2021-001
Commodity: Water and Wastewater Chemicals

Closing Time: 2:00 P.M., December 17, 2021
Opening Time: 2:01 P.M., December 17, 2021

Addendum No: 1

The above-mentioned bid invitation has been changed in the following manner. Submitting this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or email Purchasing.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 1

Please review the following pages

Firm: ChemNation, Inc.

Address: P.O. Box 130807

Signature of Person Authorized to Sign Bid: Terri O'Neal

Signor's Name and Title (print or type): Terri O'Neal, President

Date: 12/16/2021 Telephone: 866-477-2170 Fax: 866-377-2141



Purchasing Services  
100 E. Main Street  
Suite 100  
Pflugerville, TX 78660  
512-990-6153  
Fax 512-251-5768

---

1. Is it possible to modify the delivery requirement of 48 hours under Section IV. A. (8) for the polymer? "The bidder must be able to deliver withing forty-eight (48) hours of notification."

With the trucking issues the nation is experiencing right now, combined with the scarcity of raw materials, 48 hours is extremely difficult to guarantee. Would it be possible to extend the delivery window to a minimum of 1 week or 2 weeks?

The delivery window is set to one (1) week at a maximum.

2. The City of Pflugerville is also using Clarifloc C-6266, can we bid this product or must we bid the Clarifloc C-6232?

As long the product meets specifications and is a direct equivalent to what is specified in the RFB.