

**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF WATER TREATMENT CHEMICALS  
FROM  
DPC INDUSTRIES, INC.**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

That this Agreement for purchase of chlorine (150 lb. cylinders), and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2016, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and DPC INDUSTRIES, INC., whose offices are located at 601 West Industrial Boulevard, Cleburne, Texas 76031, referred to herein as the "Vendor." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

**RECITALS:**

WHEREAS, City desires to purchase chlorine (150 lb. cylinders), and associated goods and services, and City desires to purchase same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has selected the bid submitted by Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated IFB 11-024; Specification Number 16-013 dated August 2016; and Addendum No. 1 dated August 29, 2016; (b) Vendor's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

F. **Vendor** means DPC Industries, Inc., or any of its successors or assigns.

## **2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS**

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

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

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply certain goods as outlined in IFB 16-013, Specification Number 885-16, dated August 2016, and Addendum No. 1 dated August 29, 2016. The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

## **4.01 ITEMS AWARDED**

Only the following IFB line item on Exhibit "A" are awarded to the Vendor: item #2, chlorine (150 lb. cylinders).

## **5.01 COSTS**

The City shall pay to Vendor the bid costs listed on page twenty-four (24) of Exhibit “A,” which are specifically relevant to the referenced bid item #2.

## **6.01 INVOICES**

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

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

## **7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

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

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

## **8.01 NON-APPROPRIATION AND FISCAL FUNDING**

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

## **9.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is

later. Vendor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

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

#### **10.01 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without incurring any liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **11.01 TAXES**

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

#### **12.01 ORDERS PLACED WITH ALTERNATE VENDORS**

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

#### **13.01 INSURANCE**

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

[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **14.01 CITY'S REPRESENTATIVE**

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

Kim Lutz, Senior Utility Services Manager  
2008 Enterprise Drive  
Round Rock, Texas, 78664  
Telephone: (512) 341-333

#### **15.01 RIGHT TO ASSURANCE**

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

#### **16.01 DEFAULT**

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

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

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

#### **17.01 TERMINATION AND SUSPENSION**

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

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

C. Vendor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall

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

#### **18.01 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

#### **19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

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

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

#### **20.01 ASSIGNMENT AND DELEGATION**

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

## **21.01 NOTICES**

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

1. When delivered personally to recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Vendor:**

DPC Industries, Inc.  
601 West Industrial Boulevard  
Cleburne, TX 76031

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

## **22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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

## **23.01 EXCLUSIVE AGREEMENT**

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

## **24.01 DISPUTE RESOLUTION**

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

and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **25.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

## **26.01 MISCELLANEOUS PROVISIONS**

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

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

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.



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

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**DPC Industries, Inc.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

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

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

DPC  
CHEMICALS.

Copy



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

## **INVITATION FOR BID**

**Water Treatment Chemicals**

**SOLICITATION – IFB No. 16-013**

**AUGUST 2016**

**Exhibit "A"**

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City of Round Rock  
Water Treatment Chemicals  
IFB No. 16-013  
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August 2016

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**CITY OF ROUND ROCK  
INVITATION FOR BID  
Water Treatment 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 water supply treatment chemicals for treating potable water supplies located at various locations throughout the City of Round Rock, Texas.
2. **BACKGROUND:** The City of Round Rock operates a fifty-two (52) million per day surface water treatment plant, a five (5) million gallons per day ground water plant and a six (6) million gallons per day waste water effluent reuse plant, each facility uses bulk treatment chemicals in their treatment processes.
3. **ATTACHMENTS:** Attachment A through C, are herein made part of this invitation for bid:
  - 3.1 **Attachment A:** Bid Form
  - 3.2 **Attachment B:** Respondent's 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](mailto: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 water supply treatment chemicals for treating potable water supplies 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.

**Exhibit "A"**

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 water supply treatment chemicals for treating potable water supplies.
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 work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
10. **PRICE INCREASE:** Contract prices for the various water supply treatment 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 authorized representative requesting the increase. Price increase requests shall be sent by mail to:

## Exhibit "A"

City of Round Rock  
Water Treatment Chemicals  
IFB No. 16-013  
Class/Item: 885-16  
August 2016

**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 six (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 services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City, the product will be rejected. Returned and/or rejected product shall be transported off-site at no cost to the City. City facilities that require cleaning or decontamination due to contractor negligence shall be remediated at no cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.

City of Round Rock  
Water Treatment Chemicals  
IFB No. 16-013  
Class/Item: 885-16  
August 2016

**PART II**  
**SPECIFICATIONS**

**SCOPE:** The City of Round Rock requests various water supply treatment chemicals for treating potable water supplies located at various locations throughout the City of Round Rock, Texas.

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

**Water Plant  
5494 N. IH 35  
Round Rock, Texas 78681**

**Lake Creek Well Site  
310 S. Burnet Street  
Round Rock, TX 78664**

**Brushy Creek Regional Waste Water Facility  
3939 Palm Valley Blvd  
Round Rock, TX 78664**

2. **RAW WATER CHARACTERISTICS**

<u>Constituent</u>	<u>Average Concentration or Range</u>
Hardness	160 to 180 mg/L
Turbidity	1.5 to 4.0 NTU
Alkalinity	165 to 185 mg/L
Temperature	10 to 30 degrees Celsius
pH	7.2 to 7.8

3. **CHEMICAL SPECIFICATIONS:** All chemicals specified herein shall meet with the intended use, critical requirements and delivery specifications outlined on itemized chemical list on pages 13 - 20 of this solicitation.
4. **CHEMICAL TESTING:** Sample testing shall be required for Liquid Aluminum Sulfate, Liquid Aluminum Sulfate with 2% Copper Sulfate, Liquid Cationic Polymer, Aluminum Chlorohydrate and Belt Press Polymer.
- 4.1 Testing instructions are specified on itemized chemical list, pages 13 - 20 of this solicitation.
- 4.2 The prospective low bidder(s) shall be required to submit the chemical product samples for testing no later than (7) days from the date the chemical samples are requested by the City.
- 4.3 Failure to submit the required chemical samples for testing may disqualify a response for consideration for award.
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.

**Exhibit "A"**



**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:

**Kim Lutz  
Senior Utility Service Manager  
Water Treatment Plant  
E-mail: kiml@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	August 18, 2016
Deadline for submission of questions	August 25, 2016 @ 5:00 PM, CST
City responses to questions or addendums	August 30, 2016 @ 5:00 PM, CST
Deadline for submission of responses	September 8 , 2016 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by **August 25, 2016 @ 5:00 p.m., 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/departments/purchasing/purchasing-active-solicitations/> <http://esbd.cpa.state.tx.us/>

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/departments/purchasing/purchasing-active-solicitations/> <http://esbd.cpa.state.tx.us/> 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 **September 8, 2016, @ 3:00 p.m., CST** on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock – 1<sup>st</sup> 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 company name, solicitation name (**Water Treatment Chemicals**), bid number (**IFB-16-013**), 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.

4. **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:
  - 4.1 Purchase price;
  - 4.2 Reputation of Respondent and of Respondent's goods and services;
  - 4.3 Quality of the Respondent's goods and services;
  - 4.4 The extent to which the goods and services meet the City's needs;
  - 4.5 Respondent's past performance with the City;
  - 4.6 The total long-term cost to the City to acquire the Respondent's goods or services;
  - 4.7 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.
5. **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/departments/purchasing/purchasing-active-solicitations/>
6. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
  - 6.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 6.2 Provide City contact(s) information for implementation of agreement.
  - 6.3 Identify specific milestones, goals and strategies to meet objectives.
7. **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.
8. **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**

1. **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 two (2) copies of the response requirements including any required attachments. 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 RFP/RFQ/IFB.

**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.

**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

**Exhibit "A"**

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/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)
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 at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_t\\_c\\_revised\\_07.2011.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_t_c_revised_07.2011.pdf)
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.

**PART VII**

**Water Treatment Chemicals**

WATER TREATMENT CHEMICAL LIST ITEMIZED AS FOLLOWS:

**CHLORINE OR EQUIVALENT**

1. All chlorine delivered shall:
  - 1.1. Be approved as a drinking water additive in accordance with National Sanitation Foundation (NSF)/American National Standards Institute (ANSI) Standard 60.
  - 1.2. Be filtered with a media removing eighteen to twenty microns prior to filling any container for delivery to the City of Round Rock.
  - 1.3. Be 99.5 percent pure by volume.
  - 1.4. Contain no soluble mineral or organic substances in quantities producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with liquid chlorine.
  - 1.5. Not to exceed 150 parts per million (ppm) moisture by weight.
  - 1.6. Not to exceed 10 ppm lead, 1 ppm mercury, 3 ppm arsenic or 30 ppm of the sum of all heavy metals.
  - 1.7. Be in conformance with all applicable federal, state and local laws.
  - 1.8. Have a certified weight ticket.
  - 1.9. Be in clean, properly identified and labeled vehicles used only for the transport and delivery of chlorine.
  - 1.10. Use City owned equipment (e.g.; hoist apparatus, hand truck, etc.)
  - 1.11. Be delivered to:

**Water Plant**  
**5494 N. IH 35**  
**Round Rock, Texas 78681**

And

**Lake Creek Well Site**  
**310 S. Burnet St.**  
**Round Rock, Texas 78664**

And

**Brushy Creek Regional Wastewater Plant**  
**3939 Palm Valley Blvd.**  
**Round Rock, Texas 78664**
2. All containers shall:
  - 2.1. Meet all applicable Department of Transportation and Chlorine Institute, Inc. standards.
  - 2.2. Open with reasonable ease, using a wrench not greater than six inches in length.
  - 2.3. Have a new or rebuilt valve installed prior to delivery.
  - 2.4. Be visually inspected, vacuummed, exterior repainted, and leak tested prior to delivery.

**Exhibit "A"**

City of Round Rock  
Water Treatment Chemicals  
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- 2.5. Successfully pass hydrostatic testing at least every five years.
- 2.6. Have container number and tare weight clearly visible and legible.
- 3. The successful Respondent shall maintain a twenty-four (24) hour emergency service for liquid chlorine emergencies that includes, at a minimum, the following:
  - 3.1. Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - 3.2. All necessary equipment and apparatus for managing and remediating any emergency leak or release of chlorine from Respondent supplied cylinders or containers.
  - 3.3. Procedures for the removal and disposal of defective or leaking cylinders or containers.
- 4. **THE SUCCESSFUL RESPONDENT SHALL, AT NO ADDITIONAL COST, PROVIDE ANNUAL TRAINING TO CITY EMPLOYEES ON THE CHARACTERISTICS AND SAFE HANDLING PRACTICES OF CHLORINE GAS.**

#### **LIQUID ALUMINUM SULFATE OR EQUIVALENT**

- 1. All Liquid Aluminum Sulfate delivered shall:
  - 1.1. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
  - 1.2. Contain no less than 8 percent water-soluble aluminum oxide.
  - 1.3. Contain no less than .35 percent water soluble iron.
  - 1.4. Be free of insoluble and suspended matter, including but not limited to: chips, dirt, grit and all other foreign matter.
  - 1.5. Possess adequate clarity for the easy reading of measuring devices.
  - 1.6. Be in conformance with all applicable federal, state and local laws.
  - 1.7. Have a certified weight ticket.
  - 1.8. Be in clean, properly identified and labeled trucks used only for the transport and delivery of liquid aluminum sulfate.
  - 1.9. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.
  - 1.10. Be delivered to:

**Water Plant  
5494 N. IH 35  
Round Rock, Texas 78681**

- 2. Special Requirements
  - 2.1. The City shall request chemical samples for Liquid Aluminum Sulfate for testing from any prospective low bidder(s) after the bid opening date.
  - 2.2. Respondents shall ship, at their own expense, a sample of the product to be bid to:  
**Kim Lutz  
2008 Enterprise Dr.  
Round Rock, TX 78664**
  - 2.3. The quantity of chemical sample product requested by the City shall be at least five (5) gallons and must be received at the above address.

## **Exhibit "A"**

**LIQUID ALUMINUM SULFATE with 2% Copper Sulfate OR EQUIVALENT**

1. All Liquid Aluminum Sulfate delivered shall:
  - 1.1. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
  - 1.2. Contain no less than 8 percent water-soluble aluminum oxide.
  - 1.3. Contain no less than .35 percent water soluble iron.
  - 1.4. Be free of insoluble and suspended matter, including but not limited to: chips, dirt, grit and all other foreign matter.
  - 1.5. Possess adequate clarity for the easy reading of measuring devices.
  - 1.6. Be delivered in conformance with all applicable federal, state and local laws.
  - 1.7. Have a certified weight ticket.
  - 1.8. Be in a clean, properly identified and labeled trucks used only for the transport and delivery of liquid aluminum sulfate.
  - 1.9. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.
  - 1.10. Be delivered to:

**Water Plant**  
**5494 N. IH 35**  
**Round Rock, Texas 78681**
2. Special Requirements
  - 2.1 The City shall request chemical samples for Liquid Aluminum Sulfate with 2% copper sulfate for testing from any prospective low bidder(s) after the bid opening date.
  - 2.2 Respondents shall ship, at their own expense, a sample of the product to be bid to:

**Kim Lutz**  
**2008 Enterprise Dr.**  
**Round Rock, TX 78664**
  - 2.3 The quantity of chemical sample product requested by the City shall be at least five (5) gallons and must be received at the above address.

**ALUMINUM CHLOROHYDRATE OR EQUIVALENT**

1. All Aluminum Chlorohydrate delivered shall:
  - 1.1. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
  - 1.2. Contain approximately 50% aluminum chlorohydrate by weight.
  - 1.3. Contain no more than 100 ppm Fe<sub>2</sub>O<sub>3</sub>.
  - 1.4. Contain a relative basicity of 83%.
  - 1.5. Be free of insoluble and suspended matter, including but not limited to: chips, dirt, grit and all other foreign matter.
  - 1.6. Possess adequate clarity for the easy reading of measuring devices.
  - 1.7. Be delivered in conformance with all applicable federal, state and local laws.
  - 1.8. Have a certified weight ticket.
  - 1.9. Be in a clean, properly identified and labeled trucks used only for the transport and delivery of aluminum chlorohydrate.



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1.10. Be delivered into four 10,000-gallon bulk storage tanks through a standard 2-inch female quick connect.

1.11. Be delivered to:

**Water Plant  
5494 N. IH 35  
Round Rock, Texas 78681**

2. Special Requirements

2.1. The City may request chemical samples for testing from any prospective low bidder(s) after the bid opening date.

2.2. Respondents shall ship, at their own expense, a sample of the product to be bid to:

**Kim Lutz  
2008 Enterprise Dr.  
Round Rock, TX 78664**

2.3. The quantity of the chemical sample product the City may request shall be at least five (5) gallons and must be received at the above address.

**HYDROFLUOSILICIC ACID 23% OR EQUIVALENT**

1. All Hydrofluosilicic Acid delivered shall:

- 1.1. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- 1.2. Be free of insoluble and suspended matter, including but not limited to: chips, dirt, grit and all other foreign matter.
- 1.3. Contain between 20% and 30% Hydrofluosilicic Acid.
- 1.4. Maximum dosage of 1.2 mg/L fluoride ion.
- 1.5. Be delivered in conformance with all applicable federal, state and local laws.
- 1.6. Have a certified weight ticket.
- 1.7. Be in a clean, properly identified and labeled trucks used only for the transport and delivery of hydrofluosilicic acid.
- 1.8. Be delivered into a bulk storage tank through a standard 2-inch female quick connect.
- 1.9. Be delivered to:

**Water Plant  
5494 N. IH 35  
Round Rock, Texas 78681**

And

**Lake Creek Well Site  
310 S. Burnet St.  
Round Rock, Texas 78664**

**Exhibit "A"**

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2. The successful Respondent shall maintain a twenty-four (24) hour emergency service for hydrofluosilicic acid emergencies that includes, at a minimum, the following:
  - 2.1. Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - 2.2. All necessary equipment and apparatus for managing and remediating an emergency leak or release of hydrofluosilicic acid.

#### **COAGULANT AID (Liquid Cationic Polymer) OR EQUIVALENT**

**NOTE:** Because the quality of the City's raw water changes periodically, the City is interested in receiving bids for various weights of polymer. Data characterizing the raw water quality is included in Part III, Para. No. 8 for use in product selection. Respondents may also submit polymer blends. The following specifications apply to all coagulant aids:

1. All Liquid Cationic Polymer shall:
  - 1.1. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
  - 1.2. Have a high molecular weight.
  - 1.3. Be cationic.
  - 1.4. Be a liquid that is readily soluble in water at all concentrations.
  - 1.5. Be effective over a pH range of 5.0 to 7.0 Standard Units.
  - 1.6. Be effective over a temperature range from five degrees Celsius to 30 degrees Celsius.
  - 1.7. Be resistant to chlorine.
  - 1.8. Contain no less than .35 percent water soluble iron.
  - 1.9. Be free of insoluble and suspended matter, including but not limited to: chips, dirt, grit and all other foreign matter.
  - 1.10. Possess adequate clarity for the easy reading of measuring devices.
  - 1.11. Be delivered in conformance with all applicable federal, state and local laws.
  - 1.12. Have a certified weight ticket.
  - 1.13. Be in clean, properly identified and labeled fifty-five gallon drums.
  - 1.14. Delivered to:

**Water Plant  
5494 N. IH 35  
Round Rock, Texas 78681**

2. Special Requirements
  - 2.1. The City shall request chemical samples for Liquid Cationic Polymer coagulant aid for testing from any prospective low bidder(s) after the bid opening date.
  - 2.2. Respondents shall ship, at their own expense, a sample of the product to be bid to:  
**Kim Lutz  
2008 Enterprise Dr.  
Round Rock, TX 78664**
  - 2.3. The quantity of chemical sample product requested by the City shall be at least five (5) gallons and must be received at the above address.

#### **SODIUM PERMANGANATE 20% OR EQUIVALENT**

1. All Sodium Permanganate delivered shall:

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- 1.1 Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- 1.2 Contain 19 to 21.5% sodium permanganate.
- 1.3 Have a pH between 5 and 8 standard units.
- 1.4 Have a specific gravity of 1.15 to 1.17.
- 1.5 Be delivered in conformance with all applicable federal, state and local laws.
- 1.6 Have a certified weight ticket.
- 1.7 Be in clean, properly identified and labeled totes.
- 1.8 Be delivered to:

**Water Plant  
5494 N. IH 35  
Round Rock, Texas 78681**

2. The successful Respondent shall maintain a twenty-four (24) hour emergency service for Potassium Permanganate emergencies that includes, at a minimum, the following:
  - 2.1. Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - 2.2. All necessary equipment and apparatus for managing and remediating an emergency leak or release of sodium permanganate.
  - 2.3. Procedures for the removal and disposal of defective or leaking drums or containers.

#### **BELT PRESS POLYMER OR EQUIVALENT**

1. All Belt Press Polymer delivered shall:
  - 1.1. Have a high molecular weight.
  - 1.2. Have a broad cationic charge.
  - 1.3. Be a liquid that is readily soluble in water at all concentrations.
  - 1.4. Be effective over a pH range of 5.0 to 7.0 Standard Units.
  - 1.5. Be effective over a temperature range from five degrees Celsius to 30 degrees Celsius.
  - 1.6. Contain no less than .35 percent water soluble iron.
  - 1.7. Be free of insoluble and suspended matter, including but not limited to: chips, dirt, grit and all other foreign matter.
  - 1.8. Possess adequate clarity for the easy reading of measuring devices.
  - 1.9. Achieve a belt filter cake that is at least 93% solids at optimum dosing rates.
  - 1.10. Be delivered in conformance with all applicable federal, state and local laws.
  - 1.11. Have a certified weight ticket.
  - 1.12. Be in clean, properly identified and labeled fifty-five gallon drums.
  - 1.13. Be delivered to:

**Water Plant  
5494 N. IH 35  
Round Rock, Texas 78681**

## **Exhibit "A"**

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**2. Special Requirements**

- 2.1.** The City shall request chemical samples for Belt Press Polymer for testing purposes from any prospective low bidder(s) after the bid opening date.
- 2.2.** Respondents shall ship, at their own expense, a sample of the chemical product to be bid to:  
**Kim Lutz**  
**2008 Enterprise Dr.**  
**Round Rock, TX 78664**
- 2.3.** The quantity of chemical sample product requested by the City shall be at least five (5) gallons and must be received at the above address.

**LIQUID AMMONIUM SULFATE (LAS) OR EQUIVALENT**

**1. All Liquid Ammonium Sulfate delivered shall:**

- 1.1** Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
- 1.2** Contain no soluble mineral or organic substances in quantities producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with chlorine.
- 1.3** Contain 10% ammonia (NH<sub>3</sub>).
- 1.4** Be completely soluble in water.
- 1.5** Be delivered in conformance with all applicable federal, state and local laws.
- 1.6** Have a certified weight ticket.
- 1.7** Be in clean, properly identified and labeled vehicles used only for the transport and delivery of liquid ammonium sulfate.
- 1.8** Be delivered into a bulk storage tank through a standard 2-inch female quick connect.
- 1.9** Be delivered to the

**Water Plant**  
**5494 N. IH 35**  
**Round Rock, Texas 78681**

And

**Lake Creek Well Site**  
**310 S. Burnet Street**  
**Round Rock, TX 78664**

- 2.** The successful Respondent shall maintain a local twenty-four (24) hour emergency service for liquid ammonium sulfate emergencies that includes, at a minimum, the following:
  - 2.1** Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - 2.2** All necessary equipment and apparatus for managing and remediating an emergency leak or release of liquid ammonium sulfate.

**Exhibit "A"**

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**SODIUM HYDROXIDE (17%) OR EQUIVALENT**

1. All Sodium Hydroxide delivered shall:
  - 1.1 Contain 17 – 20% sodium hydroxide.
  - 1.2 Be completely soluble in water.
  - 1.3 Be delivered in conformance with all applicable federal, state and local laws.
  - 1.4 Have a certified weight ticket.
  - 1.5 Be in clean, properly identified and labeled totes used only for the transport and delivery of sodium hydroxide.
  - 1.6 Be delivered to the

**Water Plant  
5494 N. IH 35  
Round Rock, Texas 78681**

2. The successful Respondent shall maintain a local twenty-four (24) hour emergency service for liquid ammonium sulfate emergencies that includes, at a minimum, the following:
  - 2.1 Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
  - 2.2 All necessary equipment and apparatus for managing and remediating an emergency leak or release of sodium hydroxide.

**NOTE: The City of Round Rock reserves the right to request chemical product samples of all other chemicals in addition to the required samples for liquid aluminum sulfate, liquid aluminum sulfate with 2% copper sulfate, liquid cationic polymer coagulant aid, and belt press polymer chemicals.**

**Exhibit "A"**

**PART VIII**

**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 initialed 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.**

City of Round Rock  
Water Treatment Chemicals  
IFB No. 16-013  
Class/Item: 885-16  
August 2016

- 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:**
  - 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.

## Exhibit "A"



City of Round Rock  
 Water Treatment Chemicals  
 IFB No. 16-013  
 Class/Item: 885-16  
 August 2016

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

<b>SOLICITATION INFORMATION</b>	Solicitation Number:	16-013	<b>RESPONDENT INFORMATION</b>	Tax ID Number:	75-1481408
	Solicitation Name:	Water Treatment Chemicals		Business Name:	DPC Industries, Inc.
	Opening Date:	September 8, 2016		Address:	PO BOX 59
	Opening Time:	3:00 p.m., CST		Address:	Cleburne, TX 76033
	Opening Location:	City of Round Rock Attn: City Hall 1 <sup>ST</sup> Floor Receptionist Desk 221 E. Main Street Round Rock, TX 78664		Contact:	Chris Lacey
				Telephone:	830-730-0985
				Email:	clacey@dxgroup.com

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	Unit of Measure	Unit Price	Extended Price
1	Chlorine (Ton Cylinders) or equivalent	150	Ton	695.00	\$104,250.00
2	Chlorine (150 lb. Cylinders) or equivalent	250	Each	87.75	\$21,937.50
3	Liquid Aluminum Sulfate (Sample testing required) or equivalent	50	DT		NB
4	Liquid Aluminum Sulfate with 2% Copper Sulfate (Sample testing required) or equivalent	500	DT		NB
5	Aluminum Chlorohydrate or equivalent	69	DT		NB
6	Hydrofluosilicic Acid 23% or equivalent	40	Ton		NB
7	Liquid Cationic Polymer, 55 Gallon Drums, (Sample testing required) or equivalent	108,000	Lbs.		NB
8	Sodium Permanganate 20%, tote or equivalent	25,550	Lbs.		NB
9	Belt Press Polymer, 55 Gallon Drums (Sample testing required) or equivalent	550	Gallon		NB

**Exhibit "A"**

City of Round Rock  
Water Treatment Chemicals  
IFB No. 16-013  
Class/Item: 885-16  
August 2016

**ATTACHMENT A: BID FORM  
(CONTINUED)**

10	Liquid Ammonium Sulfate (LAS) or equivalent	46,400	Gallon		NB
11	Sodium Hydroxide (17%), tote or equivalent	3,025	Gallon		NB

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 III #8 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

Yes



**Response shall include one (1) signed original and two (2) copies of bid response.**

Chris Lacey  
Printed Name  
Failure to sign response will disqualify response.

  
Authorized Signature

9/6/2016  
Date

**Exhibit "A"**

City of Round Rock  
Water Treatment Chemicals  
IFB No. 16-013  
Class/Item: 885-16  
August 2016

**ATTACHMENT B:  
RESPONDENT'S REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** 16-013  
**RESPONDENT'S NAME:** DPC Industries, Inc. **DATE:** 9/6/2016

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or 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.

1. Company's Name City of Round Rock  
Name of Contact Kim Lutz  
Title of Contact Senior Utility Service Manager  
**E-Mail Address** KimL@roundrocktexas.gov  
Present Address 5494 N IH 35  
City, State, Zip Code Round Rock, TX 78681  
Telephone Number ( 512 ) 801-4439 Fax Number: (      )
  
2. Company's Name New Braunfels Utilities  
Name of Contact John Krause  
Title of Contact Water Production Supervisor  
**E-Mail Address** JKrause@nbutexas.com  
Present Address 2356 Gruene Rd.  
City, State, Zip Code New Braunfels, TX 78130  
Telephone Number ( 830 ) 832-8934 Fax Number: (      )
  
3. Company's Name GBRA  
Name of Contact Jorge Rojas  
Title of Contact Division Manager  
**E-Mail Address** JRojas@gbra.org  
Present Address 4775 S. Cranes Mill Rd.  
City, State, Zip Code Canyon Lake, TX 78132  
Telephone Number ( 830 ) 313-0606 Fax Number: (      )

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

**Exhibit "A"**

City of Round Rock  
Water Treatment Chemicals  
IFB No. 16-013  
Class/Item: 885-16  
August 2016

**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 #:** 1 **Dated:** 8/29/2016

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** DPC Industries, Inc.

Signature (in ink): \_\_\_\_\_

**Name (Typed/printed):** Chris Lacey

**Title:** Territory Manager **Date:** 9/6/2016

# Exhibit "A"



**CITY OF ROUND ROCK**

**IFB NO. 16-013**

**WATER TREATMENT CHEMICALS**

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**Solicitation: 16-013**

**Addendum No. 1**

**Date: 08/29/2016**

---

The following response is in reference to all questions submitted for IFB No. 16-013 for Water Treatment Chemicals by the deadline on Thursday, August 25, 2016, @ 5:00 p.m.

Question No. 1: Do we have to be HUB ZONE Company to quote this?

Answer: No.

Question No. 2: Follow up question to HUB Zone Company. Will you consider us for an award if I quote this requisition?

Answer: The award will be based on the best value to the City as stipulated in the IFB No. 16-013 Water Treatment Chemicals, Part III, Schedule and Response Instructions, 4. Best Value Evaluation Criteria, on page 10 of 27.

Question No. 3: Can you please tell me what product is being used for the coagulant aid and belt press polymer? Also, who is supplying the products?

Answer: The water treatment plant coagulant aid currently in use is WC 9923 supplied by Brenntag Southwest, Inc. The belt press polymer has not been in regular use since 2010. The product typically used is FBS 5800 supplied by Fort Bend Services, Inc.

Question No. 4: Will you please provide a copy of the previous bid tabulation, pricing, and chemical list from five (5) years ago?

Answer: For a copy of the previous bid tabulation, please submit an open records request at:

<http://www.roundrocktexas.gov/departments/administration/city-clerk/open-records-center/>

Question No. 5: In reference to the request for products and pricing, may I have the following as it pertains to items #7 and #9. What are the specific names of the products in use today?

Answer: The water treatment plant coagulant aid currently in use is WC 9923 supplied by Brenntag Southwest, Inc. The belt press polymer has not been in regular use since 2010. The product typically used is FBS 5800 supplied by Fort Bend Services, Inc.

**Exhibit "A"**



**CITY OF ROUND ROCK**

**IFB NO. 16-013**

**WATER TREATMENT CHEMICALS**

---

**Solicitation: 16-013**

**Addendum No. 1**

**Date: 08/29/2016**

---

Question No. 6: Normally, how many drums of each are delivered per shipment?

Answer: Water treatment plant polymer is typically delivered in lots of 20 drums. Belt press polymer is typically delivered in lots of 4 drums.

**Summit Chemicals**

Question No. 7: For Item 5 (Aluminum Chlorohydrate), does the item of measure DT stand for dry ton?

Answer: Yes

Question No. 8: Would it be possible to obtain the bid tab and date of bid for the last time the Aluminum Chlorohydrate was bid?

Answer: The City has never bid Aluminum Chlorohydrate. Therefore, no bid tab exists.

Question No. 9: In reference to liquid aluminum sulfate on page 14, Liquid Aluminum Sulfate, Section 1.8, we can say that our tanks are dedicated to water treatment chemicals. We can provide wash out tickets to certify the cleanliness if possible. Does the City of Round Rock require dedicated tankers for all of their chemical requirements?

Answer: The city requires that the delivery of liquid aluminum sulfate be in a clean, properly identified and labeled truck used only for the transport and delivery of liquid aluminum sulfate. The city will accept a certification of cleanliness in lieu of dedicated tanker trucks as long as other elements of the chemical specification are met.

Question No. 10: The bid states no subcontractors - Would this statement apply to transportation of the chemical?

Answer: No subcontractors applies to all chemical products, however, not transportation of the chemicals.

Question No. 11: Does the manufacturer have to be the owner of the tank trucks or can a common carrier be used?

Answer: No. Common carrier may be used.

**Exhibit "A"**



CITY OF ROUND ROCK

IFB NO. 16-013

**WATER TREATMENT CHEMICALS**

**Solicitation: 16-013**

**Addendum No. 1**

**Date: 08/29/2016**

Question No. 12: Is the agreement term as outlined on page 6 of 27, in Part I, General, 11. Agreement Term, 11.1 for six (6) or sixty (60) months?

Answer: Please change Part I, General, 11. Agreement Term, 11.1 to read as follows:

11.1 The term of the Agreement shall begin from dated of award and shall remain in full force for a total of sixty (60) months.

Question No. 13: Would you advise regarding the current pricing for chemical products and current suppliers listed in IFB No. 16-013 for Water Treatment Chemicals?

Answer: For a copy of the current pricing and supplier for chemical products, please submit an open records request at: <http://www.roundrocktexas.gov/departments/administration/city-clerk/open-records-center/>

Approved by: Michael Schurwon  
Mike Schurwon, CPPB, CTPM  
Purchaser

Date: 08-29-16

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

ACKNOWLEDGED:

DPC Industries, Inc. [Signature] 9/6/16  
Vendor Authorized Signature Date

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

**Exhibit "A"**

**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.**

Chris Lacey - DPC Industries, Inc.

**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.**

N / A

\_\_\_\_\_  
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**  **Exhibit "A"**  
Signature of vendor doing business with the governmental entity

9/6/2016

\_\_\_\_\_  
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.

## **Exhibit "A"**