



CITY OF LEANDER

**INVITATION FOR BID
WASTEWATER TREATMENT CHEMICALS**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to establish a multiple year agreement with a qualified person, firm or corporation, herein “Respondent,” to provide all equipment, material and labor necessary to supply and deliver various wastewater supply treatment chemicals, herein “Chemicals” for treating potable wastewater.
2. **BACKGROUND:** The City operates a wastewater utility. The wastewater treatment plant requires delivery of the Chemicals specified herein.
3. **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Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/finance/page/purchasing>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachments A through C herein made a part of this solicitation:
 - 4.1. Attachment A: Reference Form
 - 4.2. Attachment B: Bid Form
 - 4.3. Attachment C: CIQ Form
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
P.O. Box 319
Leander, TX 78646
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited 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 Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of the commodity specified herein.
- 6.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
7. **GOODS:** Respondent warrants and agrees that all materials supplied hereunder shall be **NEW** and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.
8. **MODIFICATION AND WITHDRAWAL OF BID:** A bid may be modified or withdrawn written notice provided to the Purchasing Agent prior to the date and time for the opening of the bids.
- 8.1. If within 24 hours after bids are opened any respondent files written notice with Purchasing Agent and promptly demonstrates to the reasonable satisfaction of Purchasing Agent that there was a material and substantial mistake in the preparation of the bid, that respondent may withdraw the bid. In this event, if the solicitation is re-issued, that respondent may be disqualified from rebidding the solicitation.
9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, 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.leandertx.gov/rfps>.
- 9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, 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.
- 9.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.
- 9.2.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:
- Christopher Fielder, Mayor
Andrea Navarrette, Council Member Place 1
Michelle Stephenson, Council Member Place 2
Shanan Shepherd, Council Member, Place 3
Ron Abruzzese, Council Member Place 4
Jeff Seiler, Council Member Place 5
Troy Hill, Council Member Place 6
Kent Cagle, City Manager
Tom Yantis, Assistant City Manager
Joy Simonton, Purchasing Agent
Paige Saenz, City Attorney
Pat Womack, Director of Public Works

- 9.2.2. A completed CIQ Form, herein Attachment C, is required with each response.
- 9.2.3. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

- 10.1.** The term “agreement” shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
 - 10.1.1. Solicitation document, attachments and exhibits;
 - 10.1.2. Solicitation addendums, if applicable;
 - 10.1.3. City’s Definitions, Terms and Conditions;
 - 10.1.4. Successful Respondent’s submission.
- 10.2.** The initial term of the resulting agreement shall be five (5) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 10.3.** If the 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 successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 10.4.** If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

11. PRICE INCREASE: A price increase or decrease to the agreement may be considered based on the following:

- 11.1.** The City may permit upward or downward price adjustments when correlated with the Industrial Chemicals index updated and published through the US Department of Labor Bureau of Labor Statistics, Washington D.C. The price adjustment may be considered at the agreement renewal period. The baseline index shall be the index announced for the month in which the solicitations opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index.

<http://data.bls.gov/cgi-bin/surveymost>

- 11.2.** To request an increase or decrease, successful respondent shall mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.

**City of Leander
Purchasing Department
ATTN: Joy Simonton, Purchasing Agent
PO Box 319
Leander, Texas 78646**

- 11.3.** Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index 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.

12. **DELIVERY AND ACCEPTANCE:** Acceptance inspection should not take more than fifteen (15) working days. The vendor will be notified within this time frame if the goods delivered are damaged or not in full compliance with the specifications. Successful respondent shall repair any minor damages noted during this inspection period. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
13. **QUANTITIES:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
14. **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:
 - 14.1. 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
 - 14.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 14.3. 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
 - 14.4. 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 II

SCHEDULE

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

- | | |
|---|---------------------------|
| 1.1. Solicitation released | September 8, 2016 |
| 1.2. Deadline for questions | September 22, 2016 |
| 1.3. City responses to all questions or addendums | September 29, 2016 |
| 1.4. Responses for solicitation due at or before 3:00 PM | October 6, 2016 |

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM 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 our webpage, <http://www.leandertx.gov/rfps>. 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.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Ship via FedEx, UPS or other carrier or carry sealed responses to:

Shipping Address (FedEx, UPS or hand delivery):

Joy Simonton
City of Leander
Purchasing Department
200 W. Willis Street
Leander, TX 78641

Mailing Address:

Joy Simonton
Purchasing Agent
City of Leander
P.O. Box 319
Leander, TX 78646

- 3.1. Responses received after this time and date shall not be considered.
 - 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".
 - 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 3.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 3.5. Responses cannot be altered or amended after opening.
 - 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III
SPECIFICATIONS

1. **SCOPE:** The City of Leander, herein after “City”, seeks to establish a multiple year agreement with a qualified person, firm or corporation, herein “Respondent,” to provide all equipment, material and labor necessary to supply and deliver various wastewater supply treatment chemicals for treating potable wastewater.
2. **CHEMICAL SPECIFICATIONS:** The chemicals specified herein shall meet with the intended use, critical requirements and specifications outlined on ATTACHMENT B.
3. **SHIPPING:** Shipment will be made FOB Destination to City of Leander, pre-paid and allowed unless specified in writing. Attention Leander Wastewater Treatment Plant, 10201 FM 2243, Leander, TX 78641. Pricing shall be inclusive of shipping charges. No additional shipping or fuel surcharges shall be allowed.
4. **DELIVERY:** Delivery of chemicals shall be made to City of Leander no later than fifteen (15) calendar days after receipt of Purchase Order.
5. **VOLUME:** Chemicals shall be ordered on an as-needed basis.

PART IV
RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and three (3) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

1. Responses shall be submitted on itemized, signed Solicitation Document 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.
 - 1.1. ALL FEES shall be included in price to include delivery to Leander, Texas. No additional fees shall be permitted.
2. CIQ Form
3. Sub-contractor identification
4. Specification documentation

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt

from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person

who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.



**CITY OF LEANDER BID FORM – ATTACHMENT B
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Quote Number:	#S16-030 Wastewater Treatment Chemicals	RESPONDENT INFORMATION	Tax ID Number:	_____
	Due Date:	October 6, 2016		Business Name:	_____
	Time:	On or Before 3:00 PM CST		Address:	_____
	Submit to:	City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641 jsimonton@leandertx.org		Address:	_____
				Contact:	_____
				Telephone:	_____
				Entity Type:	_____
				E-mail:	_____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other _____
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FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
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ITEM #	DESCRIPTION	UOM	UNIT PRICE	ESTIAMTED QUANTITY PER YEAR	ANNUAL TOTAL
1	Liquid Bleach - Program #1 10-12%	GAL	\$	1,825	\$
2	Liquid Bleach - Program #2 10-12%	GAL	\$	60,000	\$
3	Gas CL2 99.9%	LBS	\$	43,800	\$
4	Sodium Chloride (DeClor)	LBS	\$	25,500	\$
5	Bleach 55 Gallon Drum x 5 10%	GAL	\$	275	\$
6	HTH Granual CL2 65%	LBS	\$	1,600	\$
7	Alum	GAL	\$	54,750	\$
8	Polymer - Sludge 225/Day	GAL	\$	2,700	\$
9	Sodium Bisulfite	GAL	\$	30,000	\$
TOTAL					\$

Pricing shall be inclusive of freight, fuel and shipping. No additional shipping or delivery changes shall be permitted.

**AUTHORIZED
SIGNATURE**

Print Authorized Individual Name: _____

Authorized Signature: _____

Date: _____

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.