



FY24-095

Brenntag Southwest, Inc.

Supplier Response

Event Information

Number: FY24-095

Title: FY24-095 Water & Wastewater Treatment Chemicals

Type: Request For Bid

Issue Date: 7/22/2024

Deadline: 8/8/2024 05:00 PM (CT)

Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Contact Information

Contact: Enrique Aldape III

Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Brenntag Southwest, Inc. Information

Contact: Gayle Tullier
Address: 704 E Wintergreen Rd
Lancaster, TX 75134
Phone: (972) 218-3500
Email: gayletullier@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Gayle Tullier

Signature

gayle.tullier@brenntag.com

Email

Submitted at 8/8/2024 11:46:10 AM (CT)

Response Attachments

FY24-095 Water & Wastewater Chemicals.pdf

FY24-095 - Water & Wastewater Treatment Chemicals

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire-Revised 1-1-2021

Form 1295 Certificate 101246593.pdf

Form 1295 Certificate

FY24-095 COQ FORM AND INSTRUCTIONS (1).pdf

FY24-095 COQ Form

Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit

NSF Certifications.pdf

NSF Certifications

Bid Attributes

1 Award by Item

This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

☒ Yes

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

Brenntag Southwest, Inc.; W. Thomas Crain, Jr.; (972) 218-3500

4 State how long under has the business been in its present business name

58 Years

5 If applicable, list all other names under which the Business identified above operated in the last five years

N/A

6 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No

8 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No

9 State if the Company is a certified minority business enterprise

This company is not a certified minority business

10 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

1
1 **Conflict of Interest Questionnaire Form CIQ**

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1
2 **Conflict of Interest Questionnaire**

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

1
3 **Construction Contract**

Construction Contract Requires Acknowledgement

☒ Acknowledge

1
4 **Disclosure Form**

For details on use of this form, see Section 4.01 of the City's Ethics Code.

1
5 **This is a**

New Submission

1
6 **Question 1. Name of person submitting this disclosure form**

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

W. Thomas Crain, Jr.

1
7 **Question 2. Contract Information**

Please include the following: a)Contract or Project Name b)Originating Department

Water and Wastewater Treatment Chemicals Utilities Department

1
8 **Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Brenntag Southwest, Inc.

1
9 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.**

It applies to my business

2
0 **Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Brenntag North America

2
1 **Question 5. List any individuals or entities that will be subcontractors on this contract**

Not Applicable

2
2 **Question 5. List any individuals or entities that will be subcontractors on this contract**

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

2
3 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

Not Applicable

2
4 **Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract**

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

2
5 **Question 7. Disclosure of political contributions**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

2
6 **Question 7. Disclosure of political contributions**

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

2
7 **Updates on contributions required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

2
8 **Question 8. Disclosure of Conflict of Interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

2
9 **8. Disclosure of Conflict of Interest**

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

**3
0** **Question 9. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ I have read and understand this section

**3
1** **Question 10. No Contact with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☒ I have read and understand this section

**3
2** **Question 11. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☒ I have acknowledge that I have been advised

**3
3** **Question 11. Oath**

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

W. Thomas Crain, Jr. President Brenntag Southwest, Inc. August 8, 2024

**3
4** **Question 12. Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☒ I swear or affirm information is correct

**3
5** **Company Information Questionnaire**

☒ I have completed this section

**3
6** **Conflict of Interest Questionnaire**

☒ I have completed this section

**3
7** **Non-Collusive Affidavit**

☒ I have completed and included this form

**3
8** **Discretionary Contracts Disclosure**

☒ I have completed this section

**3
9** **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

**4
0** **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements

4
2 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

4 **Contract Requirements**

3 **1. CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☒ I have read and understand this section

4 Electronic Pricing & Manual Bid Pricing

*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

☒ Yes

Bid Lines**1 Package Header****Section I -Chemical Bid Price Schedule**

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Quantity: 1 UOM: EA Total: \$4,070,780.00

Package Items**1.1 Liquid Sodium Hydroxide (50%)**

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs) Price: \$16,450.00 Total: \$148,050.00

Supplier Notes: \$16,450.00 for 47,000 lb shipment. Price is equivalent to \$0.35/lb.

1.2 Liquid Sodium Hydroxide (50%)

Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: \$1,680.00 Total: \$15,120.00

Supplier Notes: Price is \$1,680.00/Tote

1.3 Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: \$14,100.00 Total: \$126,900.00

Supplier Notes: \$14,100.00 for 47,000 lb shipment. Price is equivalent to \$0.30/lb

1.4 Calcium Hypochlorite
Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums Price: \$319.00 Total: \$28,710.00

Supplier Notes: \$319.00/Drum or \$3.19/lb. Price is for average order of 40 drums.

1.5 Liquid Chlorine
Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder Price: \$2,475.00 Total: \$2,772,000.00

1.6 Liquid Chlorine
Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder **No Bid**

1.7 Liquid Aluminum Sulfate (50%)
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) **No Bid**

1.8 Cationic Polymer
Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) **No Bid**

1.9 Anionic Polymer
Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) **No Bid**

1.10 Liquid Ammonium Sulfate
Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: \$10,000.00 Total: \$500,000.00

Supplier Notes: \$10,000.00 for 50,000 lb shipment is equivalent to \$0.20/lb

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate
Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) **No Bid**

1.12 Wastewater Polymer
Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) **No Bid**

1.13 Wastewater Polymer
Average order (55 Gal. drums)

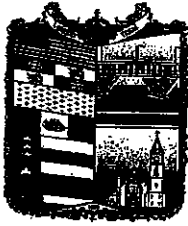
Quantity: 50 UOM: 55 gallon drum **No Bid**

1.14 Liquid Ammonium Sulfate (38%-40%)
Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: \$9,600.00 Total: \$480,000.00

Supplier Notes: \$9,600.00 for 48,000 lb shipment is equivalent to \$0.20/lb

Response Total: \$4,070,780.00



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024**; and all bids received will be opened and read publicly at **9:00 A.M. at the Office of the City Secretary on August 9, 2024**.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

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Hand Delivered:

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

Mario I. Maldonado Jr.
for: Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

**CITY OF LAREDO
PURCHASING DIVISION**

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT

5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**CITY OF LAREDO
PURCHASING DIVISION**

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
- The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: *"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

**CITY OF LAREDO
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- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Pollution Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

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9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.
- 13.0 CONTRACT REQUIREMENTS**
- 13.1 CODE OF ETHICS ORDINANCE 2012-0-126**
Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.
- 13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD**
A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
- 13.3 NON-COLLUSIVE AFFIDAVIT (Attached)**
The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
- 13.4 CONTRACT DISCLOSURE FORMS (Attached)**
The City of Laredo requires the following forms to be completed as a part of this bid for consideration:
1. Company Information Questionnaire,
 2. Signed Price Schedule,
 3. Conflict of Interest Questionnaire,
 4. Non-Collusive Affidavit
 5. Discretionary Contracts Disclosure
 6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****
- 13.5 CONFLICT OF INTEREST FORMS (Attached)**
Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
- 13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)**
Certificate of Interested Parties (Form 1295)

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Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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**Formal Invitation for Bids
Water & Wastewater Treatment Chemicals**

- 15.0 Scope of Work**
Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>
- 15.1** The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us
- 15.2** All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.
- 15.3** The quantities listed on the attached sheets are approximate quantities for the period of one year.
- 15.4** The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.
- 15.5** The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.
- 15.6** Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 15.7** Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.
- 15.8** All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.
- 15.9** All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.
- 15.10** All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.
- 15.11** Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas. Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

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- 15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

- 15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

- 16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

- 16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

- 16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

- 17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration (Water Treatment Plants)
Chemical Composition

Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

- 17.2 Calcium Hypochlorite (CaCl₂O₂) (Wastewater Treatment Plants)

This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

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Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) (Water Treatment Plants & Wastewater Treatment Plants)

Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.

Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)

Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate (AL₂O₃·S₃) 50% (Water Treatment Plants)

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate
10043-01-3 (C.A.S.)

pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al ₂ O ₃ , %	8.0-8.4
Aluminum as Al ₂ (SO ₄) ₃ ·14H ₂ O (Dry Alum), %	46-49

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The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer (Water Treatment Plants)

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers (Wastewater Treatment Plants)

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispersion/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

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Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desired chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

- A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.
- B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer (Water Treatment Plants & Wastewater Treatment Plants)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes. Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H₂O=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate (H₃N₂O₄S) (Water Treatment Plants)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F
Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

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The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid is shall be firm for a period of one year.

17.9 **Liquid Aluminum Sulfate 50% with 1% Copper Sulfate (Water Treatment Plants)**

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture

10043-01-3 / 7758-99-8 (C.A.S.)

pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as Al, %	4.1-4.3
Aluminum as AL ₂ O ₃ , %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ship from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

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reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

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Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to caldape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Form 1295

CITY OF LAREDO
PURCHASING DIVISION

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:
Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Brenntag Southwest, Inc.

Signature W. Thomas Crain Jr. Date August 8, 2024
of person authorized to sign bid

Print Name W. Thomas Crain, Jr.
of person authorized to sign bid

Title: President

Business Address: 704 E. Wintergreen Rd.

City, State, Zip Code: Lancaster, Texas 75134

Telephone Number: (972) 218-3500 Fax Number: (972) 218-3501

Contact Person Email Address: gayle.tullier@brenntag.com

Federal Tax ID Number: 75-1898378

Bidders Principal/Corporate Place of Business Address: 610 Fisher Road, Longview, TX 75604

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: _____

State how long under its present business name: 58 Years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? ☒ Yes ☐ No
A Non-Disclosure Agreement MUST be signed prior to the release of any documents.

**CITY OF LAREDO
PURCHASING DIVISION**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / ☐ No.

Is any litigation pending against the Business? Yes / ☐ No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / ☐ No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / ☐ No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / ☐ No.

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / ☐ No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / ☐ No.

Is the Business in arrears in any contract or debt? Yes / ☐ No.

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / ☐ No.

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / ☐ No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes ☐ No Disadvantaged Business Enterprise (DBE): Yes ☐ No

Small Disadvantaged Business Enterprise (SDBC) Yes ☐ No Other: Please specify

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CITY OF LAREDO
PURCHASING DIVISION

25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	\$ 16,450.00	\$148,050.00
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	\$ 1,680.00	\$ 15,120.00
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	\$ 14,100.00	\$ 126,900.00
4	Calcium Hypochlorite	100 Lbs. Drum	90	\$ 390.00	\$ 35,100.00
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	\$2,475.00	\$ 2,772,000.00
6	Liquid Chlorine	150 lbs. Cylinder	630	\$ NO BID	\$ NO BID
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	\$ NO BID	\$NO BID
8	Cationic Polymer (C-308)	45,000 Lbs.	10	\$ NO BID	\$ NO BID
9	Anionic Polymer	270 Gal. Tote	10	\$ NO BID	\$ NO BID
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	\$ 10,000.00	\$ 500,000.00
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	\$ NO BID	\$ NO BID
12	Wastewater Polymer	25,000 Lbs.	9	\$ NO BID	\$ NO BID
13	Wastewater Polymer	55 Gallon Drum	50	\$ NO BID	\$ NO BID
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	\$ 9,600.00	\$ 480,000.00

Company Name: Brenntag Southwest, Inc.

Owner/President Name: W. Thomas Crain, Jr.

Company Address: 704 E. Wintergreen Rd.

City, State, Zip Code: Lancaster, Texas 75134

Company Authorized Representative's Signature: W. Thomas Crain Jr.

Company Representative's Name: W. Thomas Crain, Jr.

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

*****If the bidder submits both an electronic bid and a properly completed manual bid, *the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.* If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

**CITY OF LAREDO
PURCHASING DIVISION**

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
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☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

W. Thomas Crain, Jr.

Name

W. Thomas Crain Jr.
Signature

August 8, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

1. Name of person who has a business relationship with local governmental entity.
Brenntag Southwest, 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

W. Thomas Crain Jr.
Signature of person doing business with the governmental entity

August 8, 2024

Date

CITY OF LAREDO
PURCHASING DIVISION

27.0 Non-Collusive Affidavit

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

W. Thomas Crain, Jr.

Being first duly sworn, deposes and says:

That he/she is President
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

W. Thomas Crain Jr.

Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

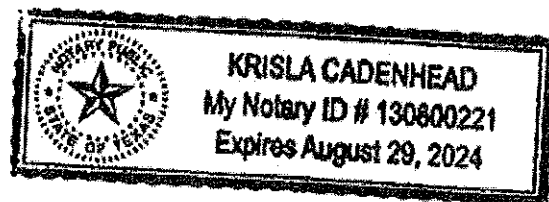
Subscribed and sworn before me this 8th day of August 20 24

Krisla Cadenhead

Notary Public

My commission expires:

August 29, 2024



CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

***1. Name of person submitting this disclosure form:**

W. Thomas Crain, Jr.

First

M.I. Last

Suffix

***2. Contract Information:**

a) Contract or Project name(s):

Water & Wastewater Treatment Chemicals

b) Originating Department(s): Utilities Department

***3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Brenntag Southwest, Inc.

W. Thomas Crain Jr.

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

**CITY OF LAREDO
PURCHASING DIVISION**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☒ Name of partner, parent, or subsidiary business entity(ies):

Brenntag North America

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

**CITY OF LAREDO
PURCHASING DIVISION**

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

CITY OF LAREDO
PURCHASING DIVISION

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

W. Thomas Crain, Jr.

Name (Print)

W. Thomas Crain Jr.
Signature

President
Title

Brenntag Southwest, Inc.

Company or DBA

August 8, 2024

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brenntag Southwest, Inc.
Longview, TX United States

Certificate Number:
2024-1198358

Date Filed:
08/08/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY24-095
Water & Wastewater Treatment Chemicals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is W. Thomas Crain, Jr., and my date of birth is 12/1/77.

My address is 7134 Tabor Drive, Dallas, TX, 75231, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 8th day of August, 2024.
(month) (year)

W. Thomas Crain, Jr.
Signature of authorized agent of contracting business entity
(Declarant)

CITY OF LAREDO
PURCHASING DIVISION

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

Reservation of Rights

Our submission of a quotation in response to this bid should not be construed as an acknowledgement of our acceptance of all of the contractual terms set forth in any *subsequent* purchase order, contract, agreement, etc. to be presented at a later date to the successful bidder. Accordingly, Brenntag Southwest, Inc. reserves the right to request reasonable amendments to the contractual terms should it be the successful bidder.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=brenntag+southwest&ChemicalName=Sodium+Hydroxide&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Sodium+Hydroxide&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest

610 Fisher Road

Longview, TX 75604

United States

800-722-3145

918-273-2265

Visit this company's website (<http://www.brenntag.com>)

Facility : Catoosa, OK

Sodium Hydroxide[4]

Trade Designation

Sodium Hydroxide 20%

Sodium Hydroxide 25%

Sodium Hydroxide 30%

Sodium Hydroxide 50%

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

250mg/L

200mg/L

167mg/L

100mg/L

[4] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Nowata, OK**Sodium Hydroxide[2]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Sand Springs, OK**Sodium Hydroxide[2]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Elmendorf, TX**Sodium Hydroxide[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

[1] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Houston, TX

Sodium Hydroxide[6]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L

[6] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Lancaster, TX

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
20% Liquid Caustic Soda	Corrosion & Scale Control	250mg/L
25% Liquid Caustic Soda	Corrosion & Scale Control	200mg/L
30% Liquid Caustic Soda	Corrosion & Scale Control	167mg/L
50% Liquid Caustic Soda	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[1] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques

for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 1

Number of matching Products is 23

Processing time was 1 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=+Dodhia+Chem%2DTex+Pvt%2E+Ltd%2E+&Chemical Name=Calcium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=+Dodhia+Chem%2DTex+Pvt%2E+Ltd%2E+&ChemicalName=Calcium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Dodhia Chem-Tex Pvt. Ltd.

98/2, Dodhia House, New Mavjil Compound

Narpoli, Behind Ratan Talkies, Dist.

Thane, Bhiwandi, Maharashtra 421302

India

91 996 0864000

[Visit this company's website](#)

(<http://www.dodhiagroup.com>)

Facility : Maharashtra, India

Calcium Hypochlorite[CL]

Trade Designation

Bleaching Powder

Product Function

Disinfection & Oxidation

Max Use

13mg/L

Algicide

Calcium Hypochlorite

Disinfection & Oxidation

13mg/L

Algicide

Calcium Oxychloride

Disinfection & Oxidation

13mg/L

Algicide

Chlorinated Lime

Disinfection & Oxidation

13mg/L

Algicide

Hi Clear

Disinfection & Oxidation

13mg/L

Algicide

Stable Bleaching Powder

Disinfection & Oxidation
Algicide

13mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=brenntag+southwest&ChemicalName=Chlorine&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Chlorine&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest

610 Fisher Road

Longview, TX 75604

United States

800-722-3145

918-273-2265

[Visit this company's website \(http://www.brenntag.com\)](http://www.brenntag.com)

Facility : Catoosa, OK

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine Gas	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for

hypochlorite bleach in transit and storage.

Facility : Nowata, OK**Chlorine[CL]****Trade Designation**

Chlorine Gas

Product Function

Disinfection & Oxidation

Max Use

30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Houston, TX**Chlorine[1] [CL]****Trade Designation**

Chlorine

Product Function

Disinfection & Oxidation

Max Use

30 mg/L

[1] All Chlorine from this facility is NSF Certified, whether or not it bears the NSF Mark.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, August 8, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=brenntag+southwest&ChemicalName=Ammonium+Sulfate&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Ammonium+Sulfate&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest

610 Fisher Road

Longview, TX 75604

United States

800-722-3145

918-273-2265

Visit this company's website

(<http://www.brenntag.com>)

Facility : Nowata, OK

Ammonium Sulfate

Trade Designation

Ammonium Sulfate 38%-40%

Ammonium Sulfate Liquid

LAS 40%

Product Function

Chloramination

Chloramination

Chloramination

Max Use

60mg/L

60mg/L

60mg/L

Facility : Elmendorf, TX**Ammonium Sulfate****Trade Designation**

AQUAMINE

Product Function

Disinfection & Oxidation

Chloramination

Max Use

40mg/L

Ammonium Sulfate 38-40%

Disinfection & Oxidation

Chloramination

40mg/L

Facility : Houston, TX**Ammonium Sulfate****Trade Designation**

AQUAMINE 8%

Product Function

Disinfection & Oxidation

Chloramination

Max Use

108mg/L

Ammonium Sulfate

Chloramination

40mg/L

Ammonium Sulfate 8%

Disinfection & Oxidation

Chloramination

108mg/L

Aquamine

Chloramination

40mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 9

Processing time was 0 seconds

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.

Brenntag Southwest, 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.

Not Applicable

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.

Not Applicable

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
W. Thomas Green Jr.
Signature of vendor doing business with the governmental entity

August 8, 2024
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.

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.

Brenntag Southwest, 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.

Not Applicable

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?

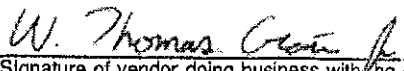
☐ Yes

☒ 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.

Not Applicable

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

August 8, 2024
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.

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- (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.

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.

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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.

Brenntag Southwest, 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.

Not Applicable

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.

Not Applicable

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
W. Thomas Green Jr.
Signature of vendor doing business with the governmental entity

August 8, 2024
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.

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- (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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brenntag Southwest, Inc.
Longview, TX United States

Certificate Number:
2024-1198358

Date Filed:
08/08/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY24-095
Water & Wastewater Treatment Chemicals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is W. Thomas Crain, Jr., and my date of birth is 12/1/77

My address is 7134 Tabor Drive, Dallas, TX, 75231, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 8th day of August, 2024.
(month) (year)

W. Thomas Crain, Jr.
Signature of authorized agent of contracting business entity
(Declarant)

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?

A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?

Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City in making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Laredo

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.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert 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.

Complete A-B if a conflict exist

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.

Identify and describe the relationship, if applicable

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 required -- so sign and date, even if no conflict

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.

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.

Brenntag Southwest, 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
W. Thomas Green Jr.
Signature of vendor doing business with the governmental entity

August 8, 2024

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

W. Thomas Crain, Jr.

Being first duly sworn, deposes and says:

That he/she is President

(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

W. Thomas Crain Jr.

Signature of:

Bidder, if the Bidder is an individual

Partner, if the Bidder is a Partnership

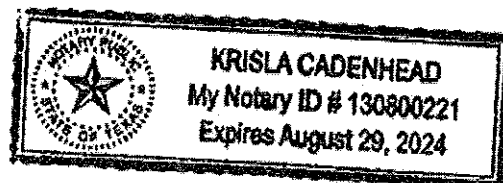
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 8th day of August 2024

Krisla Cadenhead
Notary Public

My commission expires:

August 29, 2024





The Public Health and Safety Organization

NSF Product and Service Listings

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Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=brenntag+southwest&ChemicalName=Sodium+Hydroxide&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Sodium+Hydroxide&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest

610 Fisher Road

Longview, TX 75604

United States

800-722-3145

918-273-2265

[Visit this company's website \(http://www.brenntag.com\)](http://www.brenntag.com)

Facility : Catoosa, OK

Sodium Hydroxide[4]

Trade Designation

Sodium Hydroxide 20%

Sodium Hydroxide 25%

Sodium Hydroxide 30%

Sodium Hydroxide 50%

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

250mg/L

200mg/L

167mg/L

100mg/L

[4] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Nowata, OK**Sodium Hydroxide[2]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Sand Springs, OK**Sodium Hydroxide[2]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[2] Trade Designation may be followed by a three digit alpha suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Elmendorf, TX**Sodium Hydroxide[1]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

[1] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

Facility : Houston, TX

Sodium Hydroxide[6]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L

[6] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Lancaster, TX

Sodium Hydroxide[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
20% Liquid Caustic Soda	Corrosion & Scale Control	250mg/L
25% Liquid Caustic Soda	Corrosion & Scale Control	200mg/L
30% Liquid Caustic Soda	Corrosion & Scale Control	167mg/L
50% Liquid Caustic Soda	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 20%	Corrosion & Scale Control	250mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 30%	Corrosion & Scale Control	167mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

[1] Trade Designation may be followed by a three digit suffix to designate the chlor-alkali electrolytic cell category/grade.

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques

for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 1

Number of matching Products is 23

Processing time was 1 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=+Dodhia+Chem%2D+Pvt%2E+Ltd%2E+&Chemical Name=Calcium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=+Dodhia+Chem%2D+Pvt%2E+Ltd%2E+&ChemicalName=Calcium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Dodhia Chem-Tex Pvt. Ltd.

98/2, Dodhia House, New Mavjil Compound

Narpoli, Behind Ratan Talkies, Dist.

Thane, Bhiwandi, Maharashtra 421302

India

91 996 0864000

Visit this company's website

(<http://www.dodhiagroup.com>)

Facility : Maharashtra, India

Calcium Hypochlorite[CL]

Trade Designation

Bleaching Powder

Product Function

Disinfection & Oxidation

Max Use

13mg/L

Algicide

Calcium Hypochlorite

Disinfection & Oxidation

13mg/L

Algicide

Calcium Oxychloride

Disinfection & Oxidation

13mg/L

Algicide

Chlorinated Lime

Disinfection & Oxidation

13mg/L

Algicide

Hi Clear

Disinfection & Oxidation

13mg/L

Algicide

Stable Bleaching Powder

Disinfection & Oxidation

13mg/L

Algicide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=brenntag+southwest&ChemicalName=Chlorine&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Chlorine&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest

610 Fisher Road

Longview, TX 75604

United States

800-722-3145

918-273-2265

Visit this company's website (<http://www.brenntag.com>)

Facility : Catoosa, OK

Chlorine[CL]

Trade Designation

Chlorine Gas

Product Function

Disinfection & Oxidation

Max Use

30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for

hypochlorite bleach in transit and storage.

Facility : Nowata, OK**Chlorine[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine Gas	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility : Houston, TX**Chlorine[1] [CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[1] All Chlorine from this facility is NSF Certified, whether or not it bears the NSF Mark.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds



The Public Health and Safety Organization

NSF Product and Service Listings

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=brenntag+southwest&ChemicalName=Ammonium+Sulfate&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=brenntag+southwest&ChemicalName=Ammonium+Sulfate&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Brenntag Southwest

610 Fisher Road

Longview, TX 75604

United States

800-722-3145

918-273-2265

Visit this company's website

(<http://www.brenntag.com>)

Facility : Nowata, OK

Ammonium Sulfate

Trade Designation

Ammonium Sulfate 38%-40%

Ammonium Sulfate Liquid

LAS 40%

Product Function

Chloramination

Chloramination

Chloramination

Max Use

60mg/L

60mg/L

60mg/L

Facility : Elmendorf, TX**Ammonium Sulfate****Trade Designation**

AQUAMINE

Product Function

Disinfection & Oxidation

Chloramination

Max Use

40mg/L

Ammonium Sulfate 38-40%

Disinfection & Oxidation

Chloramination

40mg/L

Facility : Houston, TX**Ammonium Sulfate****Trade Designation**

AQUAMINE 8%

Product Function

Disinfection & Oxidation

Chloramination

Max Use

108mg/L

Ammonium Sulfate

Chloramination

40mg/L

Ammonium Sulfate 8%

Disinfection & Oxidation

Chloramination

108mg/L

Aquamine

Chloramination

40mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 9

Processing time was 0 seconds



FY24-095
Hawkins Inc.
Hawkins Inc.
Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Hawkins Inc. Information

Contact: David Schindeldecker
Address: 2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910
Fax: (612) 331-5304
Email: david.schindeldecker@hawkinsinc.com
Web Address: hawkinsinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Douglas Lange

Signature

bids@hawkinsinc.com

Email

Submitted at 8/5/2024 09:41:44 AM (CT)

Supplier Note

Response items 1.1 and 1.3 per 47,000 lb. load. Variance: Hawkins Inc. does not carry Professional Liability/E&O insurance coverage. See Section 41. (d) As a commodity chemical product supplier, professional services fall outside the scope of our work/service provided for this contract. We are a product delivery based provider, not a Professional Services based provider; like a consultant, IT Professional, Medical Professional or architect.

Response Attachments

Laredo TX Chemicals bid 2024-25 support docs.pdf

CIQ form and Non-collusive Affidavit

Form 1295 Certificate 101242932 Laredo TX 8-1-2024.pdf

Form 1295 - Hawkins Inc. C/O Laredo

Bid Attributes

1	Award by Item This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> Yes
2	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Hawkins Inc. - Douglas Lange (612) 331-6910

4	State how long under has the business been in its present business name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Incorporated in 1955. Founded in 1938</div>
5	If applicable, list all other names under which the Business identified above operated in the last five years <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Hawkins purchased NAPCO in 2021.</div>
6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
8	Questions Part 2 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
9	State if the Company is a certified minority business enterprise <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">This company is not a certified minority business</div>
10	Conflict of Interest Disclosure A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

1 1	Conflict of Interest Questionnaire Form CIQ For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
1 2	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <div style="border: 1px solid black; padding: 2px; display: inline-block;">Yes</div>
1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <div style="border: 1px solid black; padding: 2px; display: inline-block;">New Submission</div>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <div style="border: 1px solid black; padding: 2px; display: inline-block;">Douglas Lange</div>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <div style="border: 1px solid black; padding: 2px; display: inline-block;">FY24-095 Water & Wastewater Treatment Chemicals, Utilities Department</div>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <div style="border: 1px solid black; padding: 2px; display: inline-block;">Hawkins Inc.</div>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <div style="border: 1px solid black; padding: 2px; display: inline-block;">Not Applicable</div>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <div style="border: 1px solid black; padding: 2px; display: inline-block;">No response</div>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <div style="border: 1px solid black; padding: 2px; display: inline-block;">Not Applicable</div>

2 2	<p>Question 5. List any individuals or entities that will be subcontractors on this contract</p> <p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 3	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 4	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 5	<p>Question 7. Disclosure of political contributions</p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 6	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 7	<p>Updates on contributions required</p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
2 8	<p>Question 8. Disclosure of Conflict of Interest</p> <p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 9	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest is question 8, please list them in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>

30	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section
31	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section
32	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
33	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Douglas Lange, Vice President, Water Treatment Group, Hawkins Inc., August 1, 2024</div>
34	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input checked="" type="checkbox"/> I swear or affirm information is correct
35	Company Information Questionnaire <input checked="" type="checkbox"/> I have completed this section
36	Conflict of Interest Questionnaire <input checked="" type="checkbox"/> I have completed this section
37	Non-Collusive Affidavit <input checked="" type="checkbox"/> I have completed and included this form
38	Discretionary Contracts Disclosure <input checked="" type="checkbox"/> I have completed this section

**3
9** **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

**4
0** **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

1 INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements

4 Disqualification & Debarment Certification

2 DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

4 3 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

4	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section
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4	Electronic Pricing & Manual Bid Pricing *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.***** <input checked="" type="checkbox"/> Yes
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Bid Lines

1	Package Header Section I –Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.***** Quantity: <u> 1 </u> UOM: <u>EA</u> Total: \$198,603.00		
	Package Items		
	1.1 Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.) Quantity: <u> 9 </u> UOM: <u>Bulk (lbs)</u> Price: \$11,938.00 Total: \$107,442.00		
	1.2 Liquid Sodium Hydroxide (50%) Average order (275 Gal. Tote) Quantity: <u> 9 </u> UOM: <u>275 Gallon Tote (Gallon)</u> Price: \$1,575.00 Total: \$14,175.00		
	1.3 Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.) Quantity: <u> 9 </u> UOM: <u>Bulk (lbs.)</u> Price: \$8,554.00 Total: \$76,986.00		
	1.4 Calcium Hypochlorite Average order (40 drums) Quantity: <u> 90 </u> UOM: <u>100 lb. Drums</u> No Bid		
	1.5 Liquid Chlorine Average order (2,000 lbs. cylinders) Quantity: <u> 1120 </u> UOM: <u>2000 lb.Cylinder</u> No Bid		

1.6 Liquid Chlorine Average order (150 lbs. cylinders) Quantity: <u>630</u> UOM: <u>150 lb Cylinder</u>	No Bid
1.7 Liquid Aluminum Sulfate (50%) Average order (48,000 lbs.) Quantity: <u>145</u> UOM: <u>Bulk (lbs)</u>	No Bid
1.8 Cationic Polymer Average order (45,000 lbs.) Quantity: <u>10</u> UOM: <u>Bulk (lbs.)</u>	No Bid
1.9 Anionic Polymer Average order (270 Gal. Tote) Quantity: <u>10</u> UOM: <u>270 Gallon Tote (Gallon)</u>	No Bid
1.10 Liquid Ammonium Sulfate Average order (50,000 lbs.) Quantity: <u>50</u> UOM: <u>Bulk (lbs.)</u>	No Bid
1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (48,000 lbs.) Quantity: <u>145</u> UOM: <u>Bulk (lbs.)</u>	No Bid
1.12 Wastewater Polymer Average order (25,000 lbs.) Quantity: <u>9</u> UOM: <u>Bulk (lbs.)</u>	No Bid
1.13 Wastewater Polymer Average order (55 Gal. drums) Quantity: <u>50</u> UOM: <u>55 gallon drum</u>	No Bid
1.14 Liquid Ammonium Sulfate (38%-40%) Average order (48,000 lbs.) Quantity: <u>50</u> UOM: <u>Bulk (lbs.)</u>	No Bid

Response Total: \$198,603.00

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.

Hawkins 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

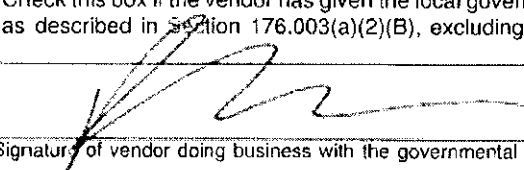
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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 
Signature of vendor doing business with the governmental entity

7/30/2024

Date

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ {} Minnesota
COUNTY OF ~~WEBB~~ {} Ramsey

Richard Erstad

Being first duly sworn, deposes and says:

That he/she is Vice President, Corporate Secretary (Officer) and General Council
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

Signature of:

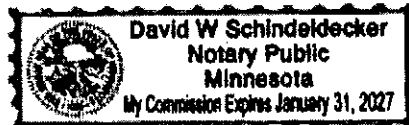
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 31st day of July 20 24

Notary Public

My commission expires:

January 31, 2027



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1195131

Date Filed:
08/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hawkins Inc.
Roseville, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY24-095
Water and Wastewater Chemicals - Utilities Department

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



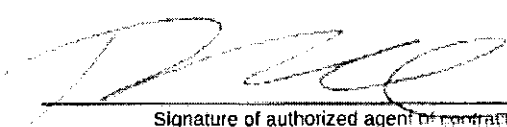
6 UNSWORN DECLARATION

My name is Douglas Lange and my date of birth is 10-7-1969

My address is 2381 Rosegate Roseville MN 55113 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Ramsey County, State of Minnesota on the 1st day of August 2024
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hawkins Inc.
Roseville, MN United States

Certificate Number:
2024-1195131

Date Filed:
08/01/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
FY24-095
Water and Wastewater Chemicals - Utilities Department

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5 Check only if there is NO Interested Party.



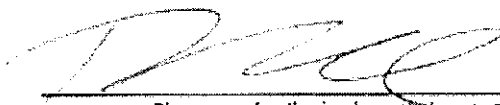
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My address is 2381 Rosegate Roseville MN 55113 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Ramsey County, State of Minnesota on the 1st day of August 2024
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



FY24-095

Univar Solutions USA Inc.

Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Univar Solutions USA Inc. Information

Contact: Roise Holiday
Address: 8201 S 212th Street
Kent, WA 98032
Phone: (206) 653-5075
Email: muniteam-west@univarsolutions.com
Web Address: www.univarsolutions.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Roise Holiday

Signature

roise.holidayhenry@univarsolutions.com

Email

Submitted at 8/6/2024 12:44:30 PM (CT)

Response Attachments

City of Laredo chemical bid 2024.pdf

City of Laredo bid packet

Bid Attributes

1	Award by Item This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> Yes
2	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Univar Solutions USA LLC, Roise Holiday 206-653-5075
4	State how long under has the business been in its present business name 100 years
5	If applicable, list all other names under which the Business identified above operated in the last five years Univar Solutions
6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">NO</div>
8	Questions Part 2 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No</div>
9	State if the Company is a certified minority business enterprise <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">This company is not a certified minority business</div>
10	Conflict of Interest Disclosure A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.
11	Conflict of Interest Questionnaire Form CIQ For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
12	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Yes</div>

1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Roise Holiday"/>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY24-095 Water Wastewater Treatment Chemicals"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Univar Solutions USA LLC"/>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="Not Applicable"/>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="No response"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="No response"/>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

2 4	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 5	<p>Question 7. Disclosure of political contributions</p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 6	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 7	<p>Updates on contributions required</p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
2 8	<p>Question 8. Disclosure of Conflict of Interest</p> <p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 9	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest is question 8, please list them in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
3 0	<p>Question 9. Updates Required</p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>

3 1	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section
3 2	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
3 3	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div>Univar Solutions USA LLC Roise Holiday Municipal Specialist 8/6/2024</div>
3 4	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input checked="" type="checkbox"/> I swear or affirm information is correct
3 5	Company Information Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 6	Conflict of Interest Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 7	Non-Collusive Affidavit <input checked="" type="checkbox"/> I have completed and included this form
3 8	Discretionary Contracts Disclosure <input checked="" type="checkbox"/> I have completed this section

3 9 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

4 0 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

1

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements

4 Disqualification & Debarment Certification

2 DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

4	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
4	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section

4	Electronic Pricing & Manual Bid Pricing
5	*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. ***** <input checked="" type="checkbox"/> Yes

Bid Lines

1	Package Header	
	Section I –Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. *****	
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Total: \$27.14
	Package Items	
	1.1 Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.) Quantity: <u> 9 </u> UOM: <u> Bulk (lbs) </u> Price: \$0.2188 Total: \$1.97	
	1.2 Liquid Sodium Hydroxide (50%) Average order (275 Gal. Tote) Quantity: <u> 9 </u> UOM: <u> 275 Gallon Tote (Gallon) </u> No Bid	
	1.3 Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.) Quantity: <u> 9 </u> UOM: <u> Bulk (lbs.) </u> Price: \$0.13 Total: \$1.17	
	1.4 Calcium Hypochlorite Average order (40 drums) Quantity: <u> 90 </u> UOM: <u> 100 lb. Drums </u> No Bid	
	1.5 Liquid Chlorine Average order (2,000 lbs. cylinders) Quantity: <u> 1120 </u> UOM: <u> 2000 lb.Cylinder </u> No Bid	

1.6 Liquid Chlorine

Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder**No Bid****1.7 Liquid Aluminum Sulfate (50%)**

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs)**No Bid****1.8 Cationic Polymer**

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.)**No Bid****1.9 Anionic Polymer**

Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon)**No Bid****1.10 Liquid Ammonium Sulfate**

Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.)Price: Total: **1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate**

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.)**No Bid****1.12 Wastewater Polymer**

Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.)**No Bid****1.13 Wastewater Polymer**

Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum**No Bid****1.14 Liquid Ammonium Sulfate (38%-40%)**

Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.)Price: Total: **Response Total: \$27.14**

Univar Solutions USA LLC
8201 S. 212th
Kent, WA 98032-1994
USA

T 206-653-5075
www.univarsolutions.com



August 6, 2024

City of Laredo
Attn: City Secretary
1110 Houston St., 3rd Floor
Laredo TX 78040

RE: FY24-095 Water Wastewater Treatment Chemicals

Dear City Secretary

Univar USA Inc. is pleased to offer a price quote on your Bid due Thursday, August 8, 2024 at 5:00 P.M., and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Roise Holiday

Sr. Municipal Specialist
Central Region
Univar Solutions USA LLC
Muniteam-east@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: City of Laredo – City Secretary C/O Mario I. Maldonado Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx>. Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

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**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through
Cit-E-Bid:

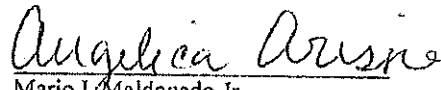
<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.


for: Mario I. Maldonado Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (c) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (c) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

CITY OF LAREDO
PURCHASING DIVISION

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT

5512 Thomas Ave,

Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. Within five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

CITY OF LAREDO
PURCHASING DIVISION

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: *"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

**CITY OF LAREDO
PURCHASING DIVISION**

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Pollution Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

**CITY OF LAREDO
PURCHASING DIVISION**

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

CITY OF LAREDO
PURCHASING DIVISION

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/ec/1295-Info.htm>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CITY OF LAREDO
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Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department -- Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

- 15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or
Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment -- Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or
Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

- 15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.
- 15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.
- 15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.
- 15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.
- 15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.
- 15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.
- 15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.
- 15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.
- 15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

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- 15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

- 15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration (Water Treatment Plants)

Chemical Composition

Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Calcium Hypochlorite (CaCl₂O₂) (Wastewater Treatment Plants)

This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

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Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) (Water Treatment Plants & Wastewater Treatment Plants)

Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.

Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)

Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate (AL₂O₃S₃) 50% (Water Treatment Plants)

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate
10043-01-3 (C.A.S.)

pH (neat)	1.4-2.6
Specific Gravity @ 21° C (70° F)	1.30-1.35
Freezing Point (approx.)	-16°C (4°F)
Density, lbs./gal., US	10.8-11.3
Aluminum as Al, %	4.2-4.5
Aluminum as Al ₂ O ₃ , %	8.0-8.4
Aluminum as Al ₂ (SO ₄) ₃ ·14H ₂ O (Dry Alum), %	46-49

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The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 **Cationic Polymer (Water Treatment Plants)**

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 **Wastewater Sludge Conditioning Polymers (Wastewater Treatment Plants)**

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispersion/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

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Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desired chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer (Water Treatment Plants & Wastewater Treatment Plants)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes. Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H₂O=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate (H₃N₂O₄S) (Water Treatment Plants)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40

% available ammonia.....10%

Specific Gravity.....1.20-1.23

pH.....2.0-5.0

Soluble Iron.....<30 mg/l

Insoluble Matter.....<0.01 wt%

Freeze Point.....<10 deg. F

Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

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The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use or usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid shall be firm for a period of one year.

17.9 **Liquid Aluminum Sulfate 50% with 1% Copper Sulfate (Water Treatment Plants)**

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture

10043-01-3 / 7758-99-8 (C.A.S.)

pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as Al, %	4.1-4.3
Aluminum as Al ₂ O ₃ , %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-3.1

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ship from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

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reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be awarded by items to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

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Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to caldape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Form 1295

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24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Univar Solutions USA LLC

Signature

of person authorized to sign bid

Date 8/6/2024

Print Name

of person authorized to sign bid

Roise Holiday

Title:

Municipal Specialist

Business Address: 8201 S 212th Street

City, State, Zip Code: Kent, WA 98032

Telephone Number: 206-653-5075

Fax Number: _____

Contact Person Email Address: roise.holidayhenry@univarsolutions.com

Federal Tax ID Number: 91-1347935

Bidders Principal/Corporate Place of Business Address: Downer's Grove, IL

Indicated Status of Business:

Corporation _____ Partnership X Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: 100 years

If applicable, list all other names under which the Business identified above operated in the last five years.

n/a

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / ☒ No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / ☒ NO

Is any litigation pending against the Business? Yes / ☒ NO

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / ☒ NO
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / ☒ NO

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / ☒ NO

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / ☒ NO

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / ☒ NO

Is the Business in arrears in any contract or debt? Yes / ☒ NO

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / ☒ NO

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / ☒ NO

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes ☒ NO Disadvantaged Business Enterprise (DBE): Yes ☒ NO

Small Disadvantaged Business Enterprise (SDBC) Yes ☒ NO Other: Please specify

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	\$0.2188	\$92,552.40
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	\$	\$ No Bid
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	\$0.13	\$54,990.00
4	Calcium Hypochlorite	100 Lbs. Drum	90	\$	\$ No Bid
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	\$	\$ No Bid
6	Liquid Chlorine	150 lbs. Cylinder	630	\$	\$ No Bid
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	\$	\$ No Bid
8	Cationic Polymer (C-308)	45,000 Lbs.	10	\$	\$ No Bid
9	Anionic Polymer	270 Gal. Tote	10	\$	\$ No Bid
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	\$0.24	\$600,000.00
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	\$	\$ No Bid
12	Wastewater Polymer	25,000 Lbs.	9	\$	\$ No Bid
13	Wastewater Polymer	55 Gallon Drum	50	\$	\$ No Bid
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	\$	\$ No Bid

Company Name: Univar Solutions USA LLC

Owner/President Name: David Jukes

Company Address: 8201 S 212th Street

City, State, Zip Code: Kent, WA 98032

Company Authorized Representative's Signature: _____

Company Representative's Name: Roise Holiday

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

*****If the bidder submits both an electronic bid and a properly completed manual bid, *the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.* If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

**CITY OF LAREDO
PURCHASING DIVISION**

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Roise Holiday
Name

Signature

8/6/2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**
Univar Solutions USA LLC

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**
City of Laredo
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Roise Holiday
Signature of person doing business with the governmental entity

8/6/2024
Date

CITY OF LAREDO
PURCHASING DIVISION

27.0 Non-Collusive Affidavit

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Being first duly sworn, deposes and says: Roise Holiday

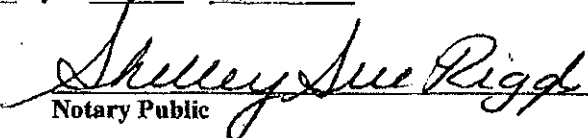
That he/she is Municipal Specialist
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.


Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 6 day of August 20 24.


Notary Public

My commission expires:

08-18-2028



Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.

Roise Holiday Mrs.
First M.I. Last Suffix

*2. Contract Information:

a) Contract or Project name(s): FY24-095, Water Wastewater Treatment Chemicals

b) Originating Department(s): Chemicals

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Roise Holiday			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 n/a

**CITY OF LAREDO
PURCHASING DIVISION**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

**CITY OF LAREDO
PURCHASING DIVISION**

☐ List of contributors: n/a

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

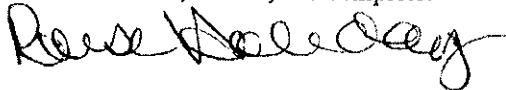
CITY OF LAREDO
PURCHASING DIVISION

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Roise Holiday



Name (Print)

Signature

Title Municipal Specialist

Univar Solutions USA LLC

8/6/2024

Company or DBA

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT <div style="text-align: right; margin-top: 10px;"> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. </div> <div style="text-align: right;"> _____ Signature of authorized agent of contracting business entity </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> _____ Signature of officer administering oath </div> <div> _____ Printed name of officer administering oath </div> <div> _____ Title of officer administering oath </div> </div> </div>				
ADD ADDITIONAL PAGES AS NECESSARY				

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

*******Form does not need to be notarized*******

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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.

Univar Solutions USA LLC

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.

City of Laredo

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?

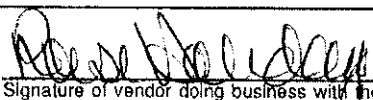
☐ Yes

☒ 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.

n/a

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

8/6/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

...

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?

A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?

Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City in making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the person or company who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

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

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Laredo

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.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert 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.

Complete A-B if a conflict exist

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.

Identify and describe the relationship, if applicable

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 required -- so sign and date, even if no conflict

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.

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.

Univar Solutions USA LLC

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.

City of Laredo

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?

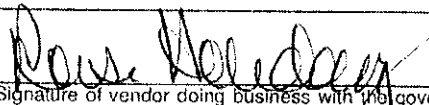
☐ Yes

☒ 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.

n/a

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

8/6/2024

Date

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*****Form does not need to be notarized*****

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

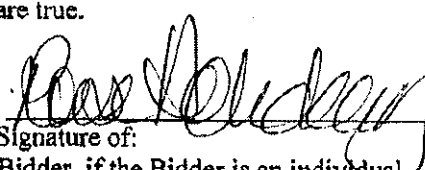
AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

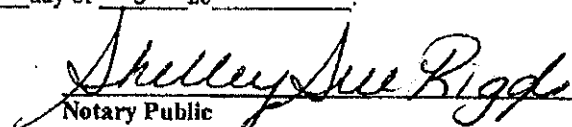
Being first duly sworn, deposes and says: Roise Holiday

That he/she is Municipal Specialist
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.


Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 6 day of August 20²⁴


Notary Public

My commission expires:

08-18-2024



Shelley Sue Riggle
Notary Public, State of Ohio
My Commission Expires:
08/18/2028

Line #	Description	QTY	UOM	Chemite, Inc.		DPC Industries, Inc.		G20 Technologies LLC		Polykone Inc.		Chemtrade Chemicals US LLC		Brenntag Southwest, Inc.	
				Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit	Total Price	Unit
1	Section 1 Chemical Bid Price Schedule Notes: Unit price shall include freight charges, fuel charges, and HAZ-Mat fees	1	EA	\$24,000.00		\$159,030.00		\$671,865.00		\$837,688.00		\$1,188,832.50		\$2,803,380.00	
1.1	Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.)	9	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid		No Bid		No Bid	
1.2	Liquid Sodium Hydroxide (50%) Average order (3,500 gallons.)	9	275 Gallon Tote (Gallon)	No Bid		No Bid		No Bid		No Bid		No Bid		No Bid	
1.3	Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.)	9	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid		No Bid		No Bid	
1.5	Calcium Hypochlorite Average order (40 drums)	60	100 lb. Drums	\$235.00		No Bid		No Bid		No Bid		No Bid		\$312.00	
1.6	Liquid Chlorine Average order (480 cylinders)	540	2000 lb Cylinder	No Bid		No Bid		No Bid		No Bid		No Bid		\$2,379.00	
1.7	Liquid Chlorine Average order (180 cylinders)	540	150 lb Cylinder	No Bid		\$294.50		No Bid		No Bid		No Bid		No Bid	
1.8	Liquid Aluminum Sulfate (50%) Average order (47,000 lbs.)	75	Bulk (lbs.)	No Bid		No Bid		\$8,958.20		No Bid		\$4,806.10		\$7,332.00	
1.9	Cationic Polymer (C-308) Average order (45,000 lbs.)	10	Bulk (lbs.)	No Bid		No Bid		No Bid		\$38,700.00		No Bid		No Bid	
1.10	Anionic Polymer (Clarifloc 210) Average order (8 totes)	8	270 Gallon Tote (Gallon)	No Bid		No Bid		No Bid		\$3,611.00		No Bid		No Bid	
1.11	Liquid Ammonium Sulfate Average order (50,000 lbs.)	27	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid		\$10,075.00		\$12,300.00	
1.12	Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (80,000 lbs.)	60	Bulk (lbs.)	No Bid		No Bid		No Bid		No Bid		\$9,270.00		\$8,250.00	
1.13	Wastewater Polymer Average order (35,000 lbs.)	6	Bulk (lbs.)	No Bid		No Bid		No Bid		\$64,750.00		No Bid		No Bid	
1.14	Wastewater Polymer Average order (30 drums)	40	55 gallon drum	No Bid		No Bid		No Bid		\$582.50		No Bid		No Bid	
1.15	Liquid Ammonium Sulfate (38%-40%) Average order (200 tons)	250	Ton	No Bid		No Bid		No Bid		No Bid		No Bid		\$492.00	

Line #
1
1.1
1.2
1.3
1.5
1.6
1.7
1.8
1.9
1.10
1.11
1.12
1.13
1.14
1.15

Univar Solutions USA Inc.
10889 Bekay Street
Dallas, TX 75238

T 214-340-7300
F 214-340-9113



www.univarusolutions.com

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 7:30 am – 4:30 pm (CST)

In case of an emergency during non-business hours:

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (214) 340-7300 Customer Service
Office Fax: (214) 340-9113

Customer Service -

custsolscentral@univarsolutions.com

For anything pertaining to bids:

Please send all bid packets/documents to:
(Unless otherwise specified)

Roise Holiday
12720 E US HWY 92
Trl: 427
Dover FL 33527
Muniteam-east@univarsolutions.com

Contacts:

Roise Holiday
Municipal Specialist
Phone: 206-653-5075
Roise.holidayhenry@univarsolutions.com

Shawnasey McCarthy
Municipal Business Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.mccarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information – Invoice number

Standard Payment Terms:

Net 30 days

MEMORANDUM OF INSURANCE**DATE OF ISSUE: 6/6/2024****PRODUCER:**

Aon Risk Services Central, Inc.
Two Logan Square
100 North 18th Street Floor 16
Philadelphia, PA 19103 USA
CONTACT: Mike Paulosky
PHONE: (215) 255-1744

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	ACE American Insurance Company
COMPANY LETTER	B	Indemnity Insurance Company of North America
COMPANY LETTER	C	ACE Fire Underwriters Insurance Company
COMPANY LETTER	D	Illinois Union Insurance Company

INSURED:

UNIVAR SOLUTIONS USA LLC
And All Subsidiaries and
Affiliates 3075 Highland Parkway
Suite 200 Downers Grove, IL

COVERAGES

This memorandum verifies that the following coverages are in force: Commercial General Liability, Automobile Liability, Excess Liability, Workers' Compensation/Employers' Liability and Pollution Liability.
This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE <input checked="" type="checkbox"/>	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	General Liability XSL G47311172	6/7/24	6/1/25	GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> COM GEN LIABILITY				PRODUCTS-COMP/OP AGG	\$ 3,000,000
	CLAIMS MADE				PERSONAL & ADV INJURY	\$ 3,000,000
	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE	\$ 3,000,000
	OWN & CONT PROT				DAMAGE TO RENTED PREMISES (Any One Premise)	\$ 300,000
					MED EXPENSE (Any one person)	\$ Excluded
A	AUTOMOBILE LIABILITY	Commercial Auto -- PPTs: ISA H10704741	6/7/24	6/1/25		
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT	\$ 5,000,000
A	SCHEDULED AUTOS	Truckers Liability: MMT H10704856	6/7/24	6/1/25	BODILY INJURY (Per Person)	\$
	HIRED AUTOS				BODILY INJURY (Per Accident)	\$
	NON-OWNED AUTOS				PROPERTY DAMAGE	\$
	GARAGE LIABILITY					
	SELF-INSURED					
D	EXCESS LIABILITY	Umbrella Liability XCE G27380566 011	6/7/24	6/1/25	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$ 10,000,000
	CLAIMS MADE				WC - STATUTORY LIMITS	\$
					E.L. EACH ACCIDENT	\$ 1,000,000
B	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WLR C70303772 (AOS)	6/7/24	6/1/25	E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
A		WCU 70303735 (CA, WA, OH, OR)			E.L. DISEASE-EACH EMPLOYEE	\$ 1,000,000
C		SCF C70303693 (WI)				
D	Env Site Liability	PPL G71507944 002	6/1/22	6/1/25	EACH OCCURRENCE	\$ 10,000,000
					AGGREGATE	\$ 16,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Evidence of Coverage – Note that a \$2,000,000 SIR applies to the General Liability coverage evidenced above.
Note that a \$1,000,000 SIR applies to the Env Site Liability (Pollution Liability).

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Univar Solutions USA, LLC	
	2 Business name/disregarded entity name, if different from above Univar Solutions USA	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 3075 Highland Pkwy, Suite 200	
	6 City, state, and ZIP code Downers Grove, IL 60515-5560	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
9	1	-	1	3	4	7	9	3 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/2/2024
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF SECRETARY

I, Jumoke Onibokun, hereby certify that:

1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday-Henry- Municipal Specialist

Jennifer Perras – Sr. Municipal Specialist

Shelley Riggle - Municipal Specialist

Stacy Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero – Municipal Specialist

IN WITENESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4th day of January 2024.

DocuSigned by:

Jumoke Onibokun

E781477EB84F470...

Jumoke Onibokun, Assistant Secretary

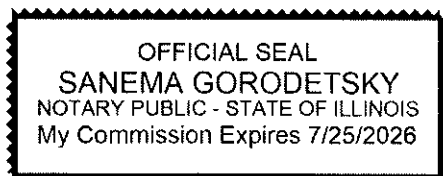
State of Illinois)

)

County of DuPage)

This Certificate of Secretary was signed and sworn before me on this 4th day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal



DocuSigned by:

Sanema Gorodetsky

EB3185C32E35401...

Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026

Safety Data Sheet
CAUSTIC SODA 50%

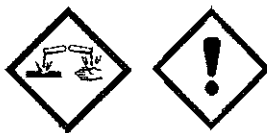
Version 1.10

Revision Date: 11/11/2023

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**Product name** : CAUSTIC SODA 50%**Recommended use of the chemical and restrictions on use****Recommended use** : Reserved for industrial and professional use.**Manufacturer or supplier's details****Company** : Univar Solutions USA
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)**Emergency telephone number:**

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com**SECTION 2. HAZARDS IDENTIFICATION****GHS Classification****Corrosive to metals** : Category 1**Acute toxicity (Oral)** : Category 4**Skin corrosion** : Category 1A**Serious eye damage** : Category 1**Specific target organ toxicity - single exposure** : Category 3 (Respiratory system)**GHS label elements****Hazard pictograms** :**Signal word** : Danger**Hazard statements** : H290 May be corrosive to metals.
H302 Harmful if swallowed.
H314 Causes severe skin burns and eye damage.
H335 May cause respiratory irritation.**Precautionary statements** : **Prevention:**
P234 Keep only in original container.
P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.
P264 Wash skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P271 Use only outdoors or in a well-ventilated area.

Safety Data Sheet
CAUSTIC SODA 50%

Version 1.10

Revision Date: 11/11/2023

P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.

P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	50 - 70

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.
- If inhaled : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficul-

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	ty. If on skin, rinse well with water. If on clothes, remove clothes.
In case of eye contact	: Small amounts splashed into eyes can cause irreversible tissue damage and blindness. In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist. Take victim immediately to hospital.
If swallowed	: Keep respiratory tract clear. Do NOT induce vomiting. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	: Carbon dioxide (CO ₂) Foam Dry powder Water mist
Unsuitable extinguishing media	: High volume water jet
Specific hazards during fire-fighting	: Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	: No hazardous combustion products are known
Further information	: Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	: Wear self-contained breathing apparatus for firefighting if necessary.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	: Use personal protective equipment.
Environmental precautions	: Prevent product from entering drains. Prevent further leakage or spillage if safe to do so. If the product contaminates rivers and lakes or drains inform respective authorities.
Methods and materials for	: Soak up with inert absorbent material (e.g. sand, silica gel,

Safety Data Sheet CAUSTIC SODA 50%

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containment and cleaning up : acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Normal measures for preventive fire protection.

Advice on safe handling : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Recommended storage temperature : 16 - 65 °C

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

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Remarks	: The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: No data available
Odour	: No data available
Odour Threshold	: No data available
pH	: 14
Freezing Point (Melting point/freezing point)	: 12 - 15 °C (54 - 59 °F)
Boiling Point (Boiling point/boiling range)	: 140 - 145 °C (284 - 293 °F)
Flash point	: does not flash
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.5298
Density	: 12.76 lb/gal
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: Corrosive to metals Exothermic reaction with acids.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Freezing temperatures.

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Incompatible materials	: Heat Acids Metals Oxidizing agents Halogenated compounds organic nitro compounds Zinc
Hazardous decomposition products	: Hydrogen

SECTION 11. TOXICOLOGICAL INFORMATION**Skin corrosion/irritation****Components:****1310-73-2:**

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Components:****1310-73-2:**

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

STOT - single exposure**Product:**

Assessment: The substance or mixture is classified as specific target organ toxicant, single exposure, category 3 with respiratory tract irritation.

Further information**Product:**

Remarks: No data available

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SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity**

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION**DOT (Department of Transportation):**

UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):

UN1824, Sodium hydroxide solution, 8, II

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Revision Date: 11/11/2023

IMDG (International Maritime Dangerous Goods):
UN1824, SODIUM HYDROXIDE SOLUTION, 8, II

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Sodium hydroxide	1310-73-2	1000	2000

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation
Acute toxicity (any route of exposure)
Specific target organ toxicity (single or repeated exposure)

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

1310-73-2 Sodium hydroxide

7732-18-5 Water

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

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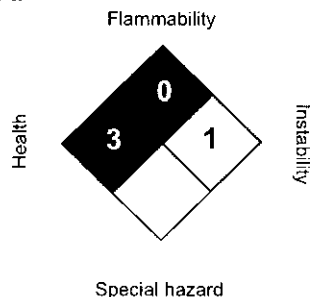
Revision Date: 11/11/2023

The components of this product are reported in the following inventories:

TSCA	: On TSCA Inventory
DSL	: All components of this product are on the Canadian DSL
AICS	: On the inventory, or in compliance with the inventory
NZIoC	: Not in compliance with the inventory
ENCS	: On the inventory, or in compliance with the inventory
KECI	: On the inventory, or in compliance with the inventory
PICCS	: On the inventory, or in compliance with the inventory
IECSC	: On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	4

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 11/11/2023

Material number:

16212043, 16212042, 16212041, 16212039, 16212038, 16210888, 16149051, 16210426, 16208930, 16208441, 16207958, 16207089, 16206212, 16206172, 16195419, 16196593, 16203117, 16193663, 16191539, 16188943, 16188859, 16188905, 40509, 16144372, 85833, 16187875, 16187706, 16187503, 16187172, 16184289, 16184571, 16183215, 16183115,

Safety Data Sheet

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16181535, 16174812, 16176162, 16176725, 16175550, 16177057, 16176719, 16176286, 16175611, 16175549, 16177342, 16174633, 16176146, 16175652, 16175317, 16174795, 16174563, 16176924, 16180636, 16169042, 16168322, 16168270, 16168140, 16168139, 16179411, 16169006, 16168617, 16150547, 16162842, 16162538, 16144429, 16173515, 16168911, 16162950, 16162022, 16144216, 16143594, 16162020, 16168720, 16166706, 16152119, 16173289, 16179365, 16166192, 16137935, 16161861, 16143735, 16151817, 85472, 52714, 71460, 54298, 16168314, 16146819, 16163462, 16148908, 16144035, 16166958, 16166445, 16137825, 16151508, 16151289, 16160192, 16147037, 16156058, 16155066, 16135486

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

CERTIFICATE OF ANALYSIS



Univar Solutions
328 Buncle River Road
Buncle, PA 15020
PH. 412-384-5353
FAX. 412-384-4050
www.univarsolutions.com

ANALYSIS DATE: 08/18/2021

MANUFACTURE DATE: 07/12/2021

PRODUCT: Caustic Soda 50%

PRODUCT GRADE: Technical, Hi Purity

TANK: 50

MANUFACTURER: OLIN

MANUFACTURER'S LOT NUMBER: 0000158388

TEST	RESULTS	SPECIFICATIONS
Visual/Appearance	Pass	Clear, free of Suspended Matter.
Specific Gravity @ 60 F	1.538	1.530 – 1.545
NaOH, Wt. %	50.01	49.00 – 51.50
Na ₂ O, Wt. %	38.75	38.00 – 39.90
NaCl, ppm	36.57	100.0 maximum
NaCl, %	0.0037	0.0100 maximum
Iron, ppm	0.3	2.5 maximum
Warranty Characteristics	The following properties are warranted to meet the indicated limits based on the manufacturer's test results.	
NaClO ₃ , ppm	4	65 maximum
Na ₂ CO ₃ , Wt. %	0.03	0.10 maximum
Na ₂ SO ₄ , ppm	1	150 maximum

Univar Solutions



Richard Brown

Lab Technician



Note: MUL = 100 mg/L

Please consult the SDS for further information.
Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

QA 6.20 x 12; 03/05/2019

Page 1

Certificate of Quality



Date Printed: 28-Jul-21

Date Shipped: 09-Jul-21

Ship-To:

UNIVAR SOLUTIONS USA INC
328 BUNOLA RIVER RD
BUNOLA PA 15020-0001
USA

Ship-From:

BLUE CUBE OPERATIONS LLC
Plaquemine
26270 HIGHWAY 405
PLAQUEMINE LA 70764-6816
USA



Certified to
NSF/AMERICAN 60

Customer Purchase Order: 4524828148

Net Weight: 1,294,693.000 KG
2,854,311.804 LB

Olin Sales Order: 10132079

Gross Weight: 1,294,693.000 KG
2,854,311.804 LB

Estimated Bill Quantity: 729.656 DT

Container ID: KIRBY 12322

Mode: Barge

Seal No.: 217726;217031;217057;217577;217
926;217655;217344;217784

Material Description: Caustic Soda 50% Membrane Grade

Inspection Lot: 100000158388

Final Inspection Date: 13-Jul-21

Characteristic	Unit	Value	Min	Max
Total Alkalinity (as NaOH)	wt%	50.15	49.00	51.00
Total Alkalinity (as Na2O)	wt%	38.86	38.00	39.50
Sodium Chloride (NaCl)	ppm	37		100
Iron (Fe)	ppm	0.3		5.0
Sodium Carbonate (Na2CO3)	%	0.03		0.10
Sodium Sulfate (Na2SO4)	ppm	1		100
Sodium Chlorate (Na2ClO3)	ppm	4		65

Certified for the NSF/ANSI/CAN-Standard 60 at a maximum use dosage of 100 mg/L

Product quality information attested by:

KIRK MULLIGAN

Olin quality documents shall apply solely to the above-referenced sales transaction where the Olin product parcel and/or shipping container is received by approved distributors. Any attempt to use Olin quality documents in a subsequent sales transaction by distributor to its customers is unauthorized and voids each such Olin quality document

QC APPROVED
Initials: <u>CN</u>
Date: <u>08-17-2021</u>
Univar USA Inc
Pittsburgh - Bunola, PA

Olin Document Information

Delivery	Shipment	Ship-To	Material	Insp. Plan	Grp. Cntr	Route/Carrier	Sheet No.
80181434	6900151386	110000287	1000000302	CAP-010	S1	USUSZ1	1 / 2



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, August 6, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=univar+&TradeName=caustic+soda&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=univar+&TradeName=caustic+soda&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Univar Solutions Canada Ltd. DBA
Univar Canada Ltd.

64 Arrow Road
North York, ON M9M 2L9
Canada
416-740-5300

Facility : Abbotsford, British Columbia, Canada

Sodium Hydroxide

Trade Designation

Caustic Soda 25% Solution

Product Function

Corrosion & Scale Control
pH Adjustment

Max Use

200mg/L

Caustic Soda 50% Solution

Corrosion & Scale Control
pH Adjustment

100mg/L

Vanblend Caustic Soda 50%

Corrosion & Scale Control
pH Adjustment

100mg/L

Vanblend LP 1422 (Caustic Soda 25% Solution)

Corrosion & Scale Control
pH Adjustment

200mg/L

Facility : Distribution Center - Dartmouth, Nova Scotia, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CAUSTIC SODA 50% SOLUTION	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION COMMERCIAL GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION MEMBRANE GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	166mg/L

Facility : Edmonton, Alberta, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20% Solution	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Guelph, Ontario, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : North Vancouver, British Columbia, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Commercial Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Membrane Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Richmond, British Columbia, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

Vanblend Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Vanblend LP 1422 (Caustic Soda 25% Solution)	Corrosion & Scale Control pH Adjustment	200mg/L

Facility : Sturgeon County, Alberta, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Valleyfield, Québec, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CAUSTIC SODA 50%, MEMBRANE	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 10% Solution	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 50% - Diaphragm	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	200mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Weston, Ontario, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CAUSTIC SODA 50% COMMERCIAL GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% MEMBRANE GRADE	Corrosion & Scale Control pH Adjustment	100mg/L
CAUSTIC SODA 50% SOLUTION	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are NSF Certified.

Facility : Winnipeg, Manitoba, Canada

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Commercial Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 25%, Membrane Grade	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Commercial Grade	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda Solution 50%, Membrane Grade	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Winnipeg, Manitoba, Canada

Sodium Hydroxide**Trade Designation**

Caustic Soda 25% Solution

Product FunctionCorrosion & Scale Control
pH Adjustment**Max Use**

200mg/L

Caustic Soda 50% Solution

Corrosion & Scale Control
pH Adjustment100mg/L

Univar Solutions USA Inc.

3075 Highland Parkway

Suite 200

Downers Grove, IL 60515

United States

425-889-3679

Facility : Rayong Province, Thailand**Sodium Hydroxide****Trade Designation**

Caustic Soda Micropearls

Product FunctionCorrosion & Scale Control
pH Adjustment**Max Use**100mg/L

Univar Solutions USA Inc. DBA**Univar Solutions USA**

3075 Highland Parkway

Suite 200

Downers Grove, IL 60515

United States

425-889-3400

Facility : # 1 Distribution Center - Richmond, CA**Sodium Hydroxide****Trade Designation**

Caustic Soda 10%

Caustic Soda 13%

Product FunctionpH Adjustment
pH Adjustment**Max Use**

500mg/L

384mg/L

Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 1 St. Louis, MO

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 1 Chattanooga, TN

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : # 2 St. Louis, MO

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L

Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : # 2 Distribution Center - Toledo, OH

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Chickasaw, AL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : Distribution Center - Glendale, AZ

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

Facility : Distribution Center - Phoenix 27th Ave., AZ

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : North Little Rock, AR**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	Sequestering	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	Sequestering	

Facility : Commerce, CA**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Santa Fe Springs, CA**Sodium Hydroxide**

Trade Designation	Product Function	Max Use
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Wilmington, CA

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 3%	pH Adjustment	1667mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Fresno, CA

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : San Pedro, CA

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 3%	pH Adjustment	1667mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Visalia, CA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Denver, CO

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Fort Lauderdale, FL

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Distribution Center - Jacksonville Contanda Terminal, FL

Sodium Hydroxide		
Trade Designation	Product Function	Max Use
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Tampa, FL

Sodium Hydroxide		
Trade Designation	Product Function	Max Use
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : Tampa, FL

Sodium Hydroxide		
Trade Designation	Product Function	Max Use

Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Brunswick, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
	Corrosion & Scale Control	
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Savannah, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
	pH Adjustment	
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

NOTE: Only products bearing the "NSF 60" designation are NSF Certified.

Facility : Norcross, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Nampa, ID

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Bedford Park, IL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Argo, IL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 17%	pH Adjustment	294mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

Facility : Distribution Center - Sauget, IL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Kansas City, KS

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	

Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center, Geismar, LA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Geismar Highway 75, LA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Baltimore, MD

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L

Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : St. Paul Westway Terminal, MN

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : St. Paul Terrace Court, MN

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Omaha, NE

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 30%	pH Adjustment	165mg/L
	Corrosion & Scale Control	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Carteret, NJ

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Terminal - Albuquerque, NM

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Geneva, NY

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Charlotte, NC

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Wilmington, NC

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

Facility : Distribution Center - Grand Forks, ND

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Cincinnati, OH

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 12.5%	Corrosion & Scale Control pH Adjustment	400mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Walbridge, OH

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Portland, OR

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Altoona, PA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Bunola, PA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 30%	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 40%	Corrosion & Scale Control pH Adjustment	125mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Morrisville Steel Road, PA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 19%	pH Adjustment	263mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Philadelphia, PA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	pH Adjustment	333mg/L
Caustic Soda 18%	pH Adjustment	277mg/L
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 32%	pH Adjustment	156mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Middletown, PA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Caustic Soda 7%	Corrosion & Scale Control	700mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Morrisville, PA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Providence, RI

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10% Solution	Corrosion & Scale Control pH Adjustment	500mg/L
Caustic Soda 25% Solution	Corrosion & Scale Control pH Adjustment	200mg/L

Caustic Soda 35% Solution	Corrosion & Scale Control pH Adjustment	143mg/L
Caustic Soda 50% Solution	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Spartanburg, SC

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion Control pH Adjustment	250 mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200 mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Chattanooga, TN

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	pH Adjustment Corrosion & Scale Control	250mg/L
Caustic Soda 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda 50%	pH Adjustment Corrosion & Scale Control	100mg/L

Facility : Memphis, TN

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 20%	pH Adjustment	250mg/L
	Corrosion Control	
Caustic Soda 25%	pH Adjustment	200mg/L
	Corrosion Control	
Caustic Soda 50%	pH Adjustment	100mg/L
	Corrosion Control	

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Borger, TX

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Houston, TX

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda - 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda - 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	
Caustic Soda 20%	pH Adjustment	250mg/L
	Corrosion & Scale Control	
Caustic Soda 27%	pH Adjustment	185mg/L
	Corrosion & Scale Control	

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Odessa, TX

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Salt Lake City, UT**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 30%	pH Adjustment	165mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Chester, VA**Sodium Hydroxide**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Newport News, VA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 32%	Corrosion & Scale Control pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center - Vancouver, WA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Distribution Center – Spokane, WA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda - 25%	pH Adjustment Corrosion & Scale Control	200mg/L
Caustic Soda - 50%	pH Adjustment Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Kent, WA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 15%	Corrosion & Scale Control	333mg/L
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
Caustic Soda 33%	Corrosion & Scale Control	152mg/L
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Cincinnati Dues Drive, OH

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 10%	Corrosion & Scale Control	500mg/L
	pH Adjustment	
Caustic Soda 12.5%	Corrosion & Scale Control	400mg/L
	pH Adjustment	
Caustic Soda 20%	Corrosion & Scale Control	250mg/L
	pH Adjustment	
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
Caustic Soda 30%	Corrosion & Scale Control	165mg/L
	pH Adjustment	
Caustic Soda 35%	Corrosion & Scale Control	143mg/L
	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
	pH Adjustment	

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Dallas Bekay Street, TX

Sodium Hydroxide**Trade Designation****Product Function****Max Use**

Caustic Soda 20%	Corrosion Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion Control pH Adjustment	200mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Houston, TX**Sodium Hydroxide****Trade Designation****Product Function****Max Use**

Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250 mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200 mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility : Phoenix 45th Avenue, AZ**Sodium Hydroxide****Trade Designation****Product Function****Max Use**

Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

NSF International is a not-for-profit organization that provides certification and labeling services to the food and beverage industry. NSF International is not a government agency and does not have the authority to enforce regulations. NSF International is not responsible for the actions of its members or for the actions of anyone using its services. NSF International is not responsible for the actions of anyone using its services. NSF International is not responsible for the actions of anyone using its services.

**Univar Solutions USA Inc. DBA
Univar USA Inc.**

17425 Northeast Union Hill Road

Redmond, WA 98052

United States

425-889-3400

Facility : # 18 USA

Sodium Hydroxide

Trade Designation

Caustic Soda 32%

Product Function

Corrosion & Scale Control

pH Adjustment

Max Use

156mg/L

Caustic Soda 50%

Corrosion & Scale Control

pH Adjustment

100mg/L

Univar USA Inc.

17411 Northeast Union Hill Road

Redmond, WA 98052

United States

425-889-3400

Facility : # 26 Pittsburg, CA

Sodium Hydroxide

Trade Designation

Caustic Soda Solution 15%

Product Function

Corrosion & Scale Control

pH Adjustment

Max Use

333mg/L

Caustic Soda Solution 20%

Corrosion & Scale Control

pH Adjustment

250mg/L

Caustic Soda Solution 25%

Corrosion & Scale Control

pH Adjustment

200mg/L

Caustic Soda Solution 30%

Corrosion & Scale Control

pH Adjustment

166mg/L

Caustic Soda Solution 50%

Corrosion & Scale Control

pH Adjustment

100mg/L

Number of matching Manufacturers is 5

Number of matching Products is 309

Processing time was 1 seconds

Safety Data Sheet
CAUSTIC SODA 25%

Version 1.10

Revision Date: 01/10/2024

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**Product name** : CAUSTIC SODA 25%**Recommended use of the chemical and restrictions on use****Recommended use** : Reserved for industrial and professional use.**Restrictions on use** : None known.**Manufacturer or supplier's details****Company** : Univar Solutions USA**Address** : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)**Emergency telephone number:**

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information: : Responsible Party: Product Compliance Department

E-mail: SDSNA@univarsolutions.com

SDS Requests: 1-855-429-2661

Website: www.univarsolutions.com

SECTION 2. HAZARDS IDENTIFICATION**GHS Classification****Corrosive to metals** : Category 1**Skin corrosion** : Category 1A**Serious eye damage** : Category 1**GHS label elements****Hazard pictograms** :**Signal word** : Danger**Hazard statements** : H290 May be corrosive to metals.
H314 Causes severe skin burns and eye damage.**Precautionary statements** : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.
Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON

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CENTER/ doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	20 - 30

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

Synonyms : Sodium Hydroxide,**SECTION 4. FIRST AID MEASURES**

- General advice** : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.
- If inhaled** : If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact** : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.
- In case of eye contact** : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.

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- | | |
|--------------|---|
| If swallowed | : Take victim immediately to hospital.
: Keep respiratory tract clear.
Do not induce vomiting without medical advice.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
Take victim immediately to hospital. |
|--------------|---|

SECTION 5. FIREFIGHTING MEASURES

- | | |
|---|---|
| Suitable extinguishing media | : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. |
| Unsuitable extinguishing media | : High volume water jet |
| Specific hazards during fire-fighting | : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : No hazardous combustion products are known |
| Further information | : Collect contaminated fire extinguishing water separately. This must not be discharged into drains.
Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. |
| Special protective equipment for firefighters | : Wear self-contained breathing apparatus for firefighting if necessary. |

SECTION 6. ACCIDENTAL RELEASE MEASURES

- | | |
|---|---|
| Personal precautions, protective equipment and emergency procedures | : Use personal protective equipment. |
| Environmental precautions | : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities. |
| Methods and materials for containment and cleaning up | : Neutralise with acid.
Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal. |

SECTION 7. HANDLING AND STORAGE

- | | |
|---|---|
| Advice on protection against fire and explosion | : Normal measures for preventive fire protection. |
| Advice on safe handling | : Do not breathe vapours/dust.
Avoid contact with skin and eyes.
For personal protection see section 8.
Smoking, eating and drinking should be prohibited in the ap- |

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application area.
To avoid spills during handling keep bottle on a metal tray.
Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
Containers which are opened must be carefully resealed and kept upright to prevent leakage.
Observe label precautions.
Electrical installations / working materials must comply with the technological safety standards.

Recommended storage temperature : > 10 °C

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	C	2 mg/m ³	ACGIH
		C	2 mg/m ³	NIOSH REL
		TWA	2 mg/m ³	OSHA Z-1
		C	2 mg/m ³	OSHA P0
		C	2 mg/m ³	CAL PEL

Personal protective equipment

Respiratory protection : General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

Hand protection

Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water
Tightly fitting safety goggles
Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection : Impervious clothing
Choose body protection according to the amount and concentration of the dangerous substance at the work place.

Hygiene measures : When using do not eat or drink.
When using do not smoke.
Wash hands before breaks and at the end of workday.

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SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: colourless
Odour	: odourless
Odour Threshold	: No data available
pH	: 14 @ 20 - 25 °C (68 - 77 °F)
Freezing Point (Freezing Point)	: -18 °C (-0.40 °F)
Boiling Point	: No data available
Flash point	: 94 °C (201 °F) No data available
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.27 - 1.28 @ 20 - 25 °C (68 - 77 °F) Reference substance: (water = 1)
Density	: No data available
Water solubility	: No data available
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	: Acids Halogenated compounds Metals organic nitro compounds Zinc

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SECTION 11. TOXICOLOGICAL INFORMATION**Skin corrosion/irritation****Components:****1310-73-2:**

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation**Components:****1310-73-2:**

Species: Rabbit

Result: Risk of serious damage to eyes.

Carcinogenicity**IARC**

No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA

No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP

No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Further information**Product:**Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION**Ecotoxicity**

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soilNo data available



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Other adverse effects

Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Dispose of in accordance with all applicable local, state and federal regulations.
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922

Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1824, Sodium hydroxide solution, 8, II

IATA (International Air Transport Association):

UN1824, Sodium hydroxide solution, 8, II

IMDG (International Maritime Dangerous Goods):

UN1824, SODIUM HYDROXIDE SOLUTION, 8, II, Flash Point:94 °C(201 °F)

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
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Sodium hydroxide	1310-73-2	1000	3921
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SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 311/312 Hazards : Corrosive to metals
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 302 : This material does not contain any components with a section 302 EHS TPQ.

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Clean Air Act

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 112 (40 CFR 61).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F).

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCM I Intermediate or Final VOC's (40 CFR 60.489).

Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

Massachusetts Right To Know

1310-73-2 Sodium hydroxide

Pennsylvania Right To Know

7732-18-5 Water

1310-73-2 Sodium hydroxide

California Prop 65 : This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

TSCA : Listed on TSCA

DSL : All components of this product are on the Canadian DSL

AICS : On the inventory, or in compliance with the inventory

NZIoC : On the inventory, or in compliance with the inventory

ENCS : Not in compliance with the inventory

KECI : On the inventory, or in compliance with the inventory

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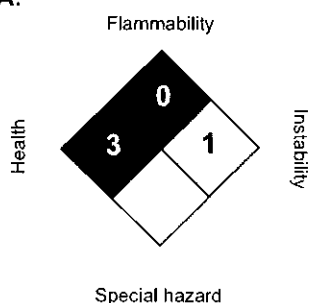
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PICCS : On the inventory, or in compliance with the inventory

IECSC : On the inventory, or in compliance with the inventory

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	4

0 = not significant, 1 = Slight,
2 = Moderate, 3 = High
4 = Extreme, * = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 01/10/2024

Material number:

16212546, 16212036, 16209256, 16197210, 16206616, 16206171, 16181533, 16192173, 16192016, 16132255, 16158399, 16146684, 16182270, 16148128, 16162026, 16188797, 16145004, 16188640, 16163721, 16162553, 16147855, 16151729, 16147016, 16002081, 16002153, 16163814, 16181444, 16185708, 16185366, 16178437, 16176600, 16176259, 16175654, 16175444, 16175415, 16174721, 16176744, 16170086, 16169860, 16169683, 16146335, 16146334, 16143884, 16145401, 16145323, 16145278, 16145243, 16145242, 16125921, 16116103, 16113730, 755848, 650799, 546389, 70561, 53072, 574261, 53570, 16150734, 16149350, 16149457, 16144981, 16145777, 16147137, 16163653, 102698, 16160832, 16137556, 16137474, 16137324, 16152197, 16158393, 16152426, 16144481, 16147885, 16159715, 16143521, 16160487, 16160771, 16160572, 16160486, 16147888, 16147884, 16147854, 16147799, 16148872, 16144724, 16144461, 16148802, 16152705, 16136108, 16135793, 16135298, 16143511, 16143409, 16143472, 16143461, 16143389, 16142429, 16140693

Key or legend to abbreviations and acronyms used in the safety data sheet			
ACGIH	American Conference of Govern-	LD50	Lethal Dose 50%

Safety Data Sheet CAUSTIC SODA 25%

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	ment Industrial Hygienists		
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

CERTIFICATE OF ANALYSIS

Univar Solutions
525 Seaport Blvd.
Redwood City, CA 94063
PH. 650-363-1661
FAX 650-261-2020
www.univarsolutions.com

Shell Oil Co.
3485 Pacheco Blvd.
Martinez, CA 94553
PO#: 4527340899

DATE: 01/22/2020

PRODUCT: Caustic Soda 25%

PRODUCT GRADE: Membrane

UNIVAR SOLUTIONS PRODUCT CODE: 16140979

UNIVAR SOLUTIONS BATCH NUMBER: 0002170636

UNIVAR SOLUTIONS SALES ORDER NUMBER: 11232199

<u>TEST</u>	<u>RESULTS</u>	<u>SPECIFICATIONS</u>
Assay, NaOH	24.85%	24.0%-26.0%
Assay, Na ₂ O	19.61%	18.60%-20.20%
Assay, Na ₂ CO ₃	0.52%	1.0 % max
Specific Gravity @15.6°C	1.276	1.270-1.293
pH	13.89	12.0-14.0
Visual	Pass	Clear/Clean Free of suspended particles

Univar Solutions

Jercho Quimpo Talaoc

Yard Specialist

Note:

Please consult the SDS for further information.

Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

QA 6.20 x 1; 03/05/2019

Page 1



40% AMS Solution Water Treatment (AWWA)

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations
Issue date: 8/19/2022 Revision date: 3/7/2023 Supersedes: 7/14/2015 Version: 2.1

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : 40% AMS Solution Water Treatment (AWWA)
Product code : 499405

1.2. Recommended use and restrictions on use

Use of the substance/mixture : pH Balance

1.3. Supplier

Martin Operating Partnership L.P.
P.O. Box 191
Kilgore, TX, 75663
US
T 800-231-4595
www.martinresources.com

1.4. Emergency telephone number

Emergency number : CHEMTREC (800) 424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification
Not classified

2.2. GHS Label elements, including precautionary statements

GHS US labelling
No labelling applicable

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Product identifier	%
Water	CAS-No.: 7732-18-5	54 - 69
Ammonium Sulfate	CAS-No.: 7783-20-2	36 - 46

40% AMS Solution Water Treatment (AWWA)

Safety Data Sheet

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Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures after inhalation	: Remove person to fresh air and keep comfortable for breathing.
First-aid measures after skin contact	: Wash skin with plenty of water.
First-aid measures after eye contact	: Rinse eyes with water as a precaution.
First-aid measures after ingestion	: Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

No additional information available

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media	: Water spray, Dry powder, Foam, Carbon dioxide.
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5.2. Specific hazards arising from the chemical

Hazardous decomposition products in case of fire	: Toxic fumes may be released.
--	--------------------------------

5.3. Special protective equipment and precautions for fire-fighters

Protection during firefighting	: Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.
--------------------------------	--

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures	: Ventilate spillage area.
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6.1.2. For emergency responders

Protective equipment	: Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".
----------------------	---

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up	: Take up liquid spill into absorbent material.
Other information	: Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

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SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling
Hygiene measures

- : Ensure good ventilation of the work station. Wear personal protective equipment.
- : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions

- : Store in a well-ventilated place. Keep cool.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

40% AMS Solution Water Treatment (AWWA)

No additional information available

Ammonium Sulfate (7783-20-2)

No additional information available

Water (7732-18-5)

No additional information available

8.2. Appropriate engineering controls

Appropriate engineering controls
Environmental exposure controls

- : Ensure good ventilation of the work station.
- : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

Personal protective equipment symbol(s):



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SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Crystalline solid.
Colour	: No data available.
Odour	: No data available
Odour threshold	: No data available
pH	: 5.2
Melting point	: Not applicable
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: Not applicable.
Vapour pressure	: No data available
Relative vapour density at 20 °C	: No data available
Relative density	: 1.041
Density	: 8.689 lb/gal
Solubility	: soluble in water.
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: 235 °C
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

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SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral) : Not classified
Acute toxicity (dermal) : Not classified
Acute toxicity (inhalation) : Not classified

Ammonium Sulfate (7783-20-2)	
LD50 oral rat	4250 mg/kg bodyweight
LD50 dermal rat	> 2000 mg/kg bodyweight
ATE US (oral)	4250 mg/kg bodyweight

Water (7732-18-5)	
LD50 oral rat	90000 mg/kg
ATE US (oral)	90000 mg/kg bodyweight
Skin corrosion/irritation	Not classified pH: 5.2

Ammonium Sulfate (7783-20-2)	
pH	5.5

Water (7732-18-5)	
pH	7
Serious eye damage/irritation	Not classified pH: 5.2

Ammonium Sulfate (7783-20-2)	
pH	5.5

Water (7732-18-5)	
pH	7

Respiratory or skin sensitisation : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Not classified

Ammonium Sulfate (7783-20-2)	
NOAEL (chronic, oral, animal/male, 2 years)	256 mg/kg bodyweight Animal: rat, Animal sex: male, Guideline: OECD Guideline 453 (Combined Chronic Toxicity / Carcinogenicity Studies), Remarks on results: other Effect type: toxicity (migrated information)
NOAEL (chronic, oral, animal/female, 2 years)	284 mg/kg bodyweight Animal: rat, Animal sex: female, Guideline: OECD Guideline 453 (Combined Chronic Toxicity / Carcinogenicity Studies), Remarks on results: other Effect type: toxicity (migrated information)
Reproductive toxicity	Not classified
STOT-single exposure	Not classified
STOT-repeated exposure	Not classified
Aspiration hazard	Not classified
Viscosity, kinematic	No data available

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SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.

Ammonium Sulfate (7783-20-2)	
LC50 - Fish [1]	53 mg/l
EC50 - Crustacea [1]	169 mg/l
EC50 - Other aquatic organisms [1]	121.7 mg/l Test organisms (species): other.
LC50 - Fish [2]	57.2 mg/l Test organisms (species): <i>Protophormium williamsoni</i>
EC50 - Crustacea [2]	169 mg/l Test organisms (species): <i>Daphnia magna</i>

12.2. Persistence and degradability

Ammonium Sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available.

12.3. Bioaccumulative potential

Ammonium Sulfate (7783-20-2)	
Partition coefficient n-octanol/water (Log Pow)	-5.1
Bioaccumulative potential	Not bioaccumulative.

Water (7732-18-5)	
Partition coefficient n-octanol/water (Log Pow)	-1.38

12.4. Mobility in soil

Ammonium Sulfate (7783-20-2)	
Ecology - soil	No (test) data on mobility of the substance available.

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions

SECTION 14: Transport information

In accordance with DOT / TDG / IMDG / IATA

DOT	TDG	IMDG	IATA
14.1. UN number			
Not regulated for transport			

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DOT	TDG	IMDG	IATA
14.2. Proper Shipping Name			
Not applicable	Not applicable	Not applicable	Not applicable
Transport document description			
Not applicable	Not applicable	Not applicable	Not applicable
14.3. Transport hazard class(es)			
Not applicable	Not applicable	Not applicable	Not applicable
14.4. Packing group			
Not applicable	Not applicable	Not applicable	Not applicable
14.5. Environmental hazards			
Not applicable	Not applicable	Not applicable	Not applicable
No supplementary information available			

14.6. Special precautions for user

DOT

No data available

TDG

No data available

IMDG

No data available

IATA

No data available

14.7. Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable

SECTION 15: Regulatory information

15.1. US Federal regulations

Commercial status of components according to the United States Environmental Protection Agency's Toxic Substances Control Act (TSCA):

Name	CAS-No.	Listing	Commercial status	Flags
Ammonium Sulfate	7783-20-2	Present	Active	
Water	7732-18-5	Present	Active	

This product or mixture is not known to contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.33(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

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15.2. International regulations

CANADA

Ammonium Sulfate (7783-20-2)

Listed on the Canadian DSL (Domestic Substances List)

Water (7732-18-5)

Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

No additional information available

National regulations

Ammonium Sulfate (7783-20-2)

Listed on INSQ (Mexican National Inventory of Chemical Substances)

Water (7732-18-5)

Listed on INSQ (Mexican National Inventory of Chemical Substances)

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

Component	State or local regulations
Ammonium Sulfate(7783-20-2)	U.S. - Massachusetts - Right To Know List; U.S. - New York City - Right to Know Hazardous Substances List; U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 03/07/2023

NFPA health hazard

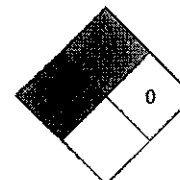
: 1 - Materials that, under emergency conditions, can cause significant irritation.

NFPA fire hazard

: 0 - Materials that will not burn under typical fire conditions, including intrinsically noncombustible materials such as concrete, stone, and sand.

NFPA reactivity

: 0 - Material that in themselves are normally stable, even under fire conditions.



DRINKING WATER TREATMENT ADDITIVE

ANSI / NSF 60

<12XX>

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Safety Data Sheet (SDS), USA

Information provided in this Safety Data Sheet is considered accurate and reliable based on information issued from internal and outside sources to the best of Martin Operating Partnership L.P.'s knowledge; however, Martin Operating Partnership L.P. makes no representations, guarantees or warranties, expressed or implied, of merchantability or fitness for the particular purpose, regarding the accuracy of such information or the result to be obtained from the use thereof or as to the sufficiency of information herein presented. Martin Operating Partnership L.P. assumes no responsibility for injury to recipient or to third persons or for any damage to any property and recipient assumes all such risks.

This product may be formulated in part with components purchased from other companies. In many instances, especially when proprietary or trade secret materials are used, Martin Operating Partnership L.P., must rely upon information provided by the material manufacturers or distributors.

CERTIFICATE OF ANALYSIS

Univar Solutions
2750 Southport Road
Spartanburg, SC 29302
T 864-580-2165
F 864-948-1875
www.univarsolutions.com

DATE: 03/3/2023

PRODUCT: Ammonium Sulfate 40%

PRODUCT GRADE: TECH

UNIVAR PRODUCT CODE: 16156156

UNIVAR LOT NUMBER: 0003093829

<u>TEST</u>	<u>RESULTS</u>	<u>SPECIFICATIONS</u>
VISUAL	PASS	CLEAR/CLEAN FREE OF SUSPENDED PARTICLES
*AMMONIUM SULFATE	40.4 %	39 -- 41 %
SPECIFIC GRAVITY@ 21c	1.2274	1.21 -- 1.24
REFRACTIVE INDEX	1.3938	

*Assay by specific gravity correlation

Univar Solutions

John Rampey
John Rampey
Lab Technician



Please consult the SDS for further information.

Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.

QA 6.20 x 2; 03/05/2019 Page 1

1.6 Liquid Chlorine

Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder**No Bid****1.7 Liquid Aluminum Sulfate (50%)**

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs)**No Bid****1.8 Cationic Polymer**

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: \$40,050.00 Total: \$400,500.00

Supplier Notes: Polydyne Inc. is bidding \$0.890/Lb. for Clarifloc C-308P. The price for a 45,000 Lb. bulk shipment is \$40,050.00. The price for 10 bulk deliveries is \$400,500.00.

1.9 Anionic Polymer

Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) Price: \$3,657.00 Total: \$36,570.00

Supplier Notes: Polydyne Inc. is bidding \$1.590/Lb. for Clarifloc A-210P. This Product is supplied in 2,300 Pound Totes. The price for a tote is \$3,657.00. The price for 10 is \$36,570.00.

1.10 Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.)**No Bid****1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate**

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.)**No Bid****1.12 Wastewater Polymer**

Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: \$44,250.00 Total: \$398,250.00

Supplier Notes: Polydyne Inc. is bidding \$1.770/Lb. for Clarifloc CE-1073. The cost of a 25,000 Lb. bulk shipment is \$44,250.00. The Price for 9 of these shipments is \$398,250.00.

1.13 Wastewater Polymer

Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum Price: \$796.50 Total: \$39,825.00

Supplier Notes: Polydyne Inc. is bidding \$1.770/Lb. for Clarifloc C-6266. This product is shipped in 450 pounds drums. The price for each drum is \$796.50. The cost for 50 drums is \$39,825.00.

1.14 Liquid Ammonium Sulfate (38%-40%)

Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.)**No Bid****Response Total: \$875,145.00**



FY24-095
Chemrite, Inc.
Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Chemrite, Inc. Information

Contact: Aaron Opp
Address: 5202 Belle Wood Ct Ste 104
Buford, GA 30518
Phone: (770) 271-5576
Fax: (770) 271-4068
Toll Free: (877) 248-0017
Email: orders@chemrite.com
Web Address: www.chemrite.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Aaron Opp
Signature

orders@chemrite.com
Email

Submitted at 8/8/2024 10:20:14 AM (CT)

Response Attachments

Laredo, TX FY24-095 Water & Wastewater Chemicals.pdf

bid

Laredo, TX Non-Collusive Affidavit Form.pdf

Non collusive affidavit

ProChlo NSF.pdf

NSF

ProChlo SDS.pdf

SDS

Bid Attributes

1	Award by Item This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> Yes
2	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Aaron Opp 770-271-5576
4	State how long under has the business been in its present business name 35 years

5	If applicable, list all other names under which the Business identified above operated in the last five years <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Chemrite, Inc.</div>
6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.
7	Questions Part 1 1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">no</div>
8	Questions Part 2 1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">no</div>
9	State if the Company is a certified minority business enterprise <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">This company is not a certified minority business</div>
10	Conflict of Interest Disclosure A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

1 1	Conflict of Interest Questionnaire Form CIQ <p>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>
1 2	Conflict of Interest Questionnaire <p>Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?</p> <p>Yes <input type="text"/></p>
1 3	Construction Contract <p>Construction Contract Requires Acknowledgement</p> <p><input checked="" type="checkbox"/> Acknowledge</p>
1 4	Disclosure Form <p>For details on use of this form, see Section 4.01 of the City's Ethics Code.</p>
1 5	This is a <p><input type="text" value="New Submission"/></p>
1 6	Question 1. Name of person submitting this disclosure form <p>Please include First Name, Middle Initial, Last Name and Suffix (if applicable)</p> <p><input type="text" value="Aaron Opp"/></p>
1 7	Question 2. Contract Information <p>Please include the following: a)Contract or Project Name b)Originating Department</p> <p><input type="text" value="FY24-095 Water & Wastewater Chemicals"/></p>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <p><input type="text" value="Chemrite, Inc."/></p>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <p><input type="text" value="Not Applicable"/></p>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 <p>If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.</p> <p><input type="text" value="No response"/></p>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <p><input type="text" value="Not Applicable"/></p>

2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 5	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 6	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 7	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2 8	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 9	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>

30	<p>Question 9. Updates Required</p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
31	<p>Question 10. No Contact with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>
32	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p>
33	<p>Question 11. Oath</p> <p>Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> Aaron Opp President Chemrite, Inc. 8-7-24 </div>
34	<p>Question 12. Oath</p> <p>I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.</p> <p><input checked="" type="checkbox"/> I swear or affirm information is correct</p>
35	<p>Company Information Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
36	<p>Conflict of Interest Questionnaire</p> <p><input checked="" type="checkbox"/> I have completed this section</p>
37	<p>Non-Collusive Affidavit</p> <p><input checked="" type="checkbox"/> I have completed and included this form</p>
38	<p>Discretionary Contracts Disclosure</p> <p><input checked="" type="checkbox"/> I have completed this section</p>

**3
9** **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

**4
0** **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).
- (e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.
4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

1

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements

4 **Disqualification & Debarment Certification**

2

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

4 3 Contract Requirements

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☒ I have read and understand this section

4 Electronic Pricing & Manual Bid Pricing

*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

☒ Yes

Bid Lines**1 Package Header****Section I –Chemical Bid Price Schedule**

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Quantity: 1 UOM: EA Total: \$197.10

Package Items**1.1 Liquid Sodium Hydroxide (50%)**

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs)

No Bid

1.2 Liquid Sodium Hydroxide (50%)

Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon)

No Bid

1.3 Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.)

No Bid

1.4 Calcium Hypochlorite

Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums Price: \$2.19 Total: \$197.10

1.5 Liquid Chlorine

Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder

No Bid

1.6	Liquid Chlorine Average order (150 lbs. cylinders) Quantity: <u>630</u> UOM: <u>150 lb Cylinder</u>	No Bid
1.7	Liquid Aluminum Sulfate (50%) Average order (48,000 lbs.) Quantity: <u>145</u> UOM: <u>Bulk (lbs)</u>	No Bid
1.8	Cationic Polymer Average order (45,000 lbs.) Quantity: <u>10</u> UOM: <u>Bulk (lbs.)</u>	No Bid
1.9	Anionic Polymer Average order (270 Gal. Tote) Quantity: <u>10</u> UOM: <u>270 Gallon Tote (Gallon)</u>	No Bid
1.10	Liquid Ammonium Sulfate Average order (50,000 lbs.) Quantity: <u>50</u> UOM: <u>Bulk (lbs.)</u>	No Bid
1.11	Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (48,000 lbs.) Quantity: <u>145</u> UOM: <u>Bulk (lbs.)</u>	No Bid
1.12	Wastewater Polymer Average order (25,000 lbs.) Quantity: <u>9</u> UOM: <u>Bulk (lbs.)</u>	No Bid
1.13	Wastewater Polymer Average order (55 Gal. drums) Quantity: <u>50</u> UOM: <u>55 gallon drum</u>	No Bid
1.14	Liquid Ammonium Sulfate (38%-40%) Average order (48,000 lbs.) Quantity: <u>50</u> UOM: <u>Bulk (lbs.)</u>	No Bid

Response Total: \$197.10

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024**; and all bids received will be opened and read publicly at **9:00 A.M. at the Office of the City Secretary on August 9, 2024**.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: City of Laredo – City Secretary C/O Mario I. Maldonado Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through
Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

for: Angelica Arispe
Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwawc.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

**CITY OF LAREDO
PURCHASING DIVISION**

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT

5512 Thomas Ave,

Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**CITY OF LAREDO
PURCHASING DIVISION**

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

**CITY OF LAREDO
PURCHASING DIVISION**

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Pollution Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

CITY OF LAREDO
PURCHASING DIVISION

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

**CITY OF LAREDO
PURCHASING DIVISION**

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

- 15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:
Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us
Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us
- 15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.
- 15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.
- 15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.
- 15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.
- 15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.
- 15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.
- 15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.
- 15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.
- 15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas. Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

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- 15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

- 15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

- 16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

- 16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

- 16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

- 17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration (Water Treatment Plants)

Chemical Composition

Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

- 17.2 Calcium Hypochlorite (CaCl₂O₂) (Wastewater Treatment Plants)

This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

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Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) (Water Treatment Plants & Wastewater Treatment Plants)

Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.

Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)

Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate ($Al_2O_3 \cdot 14H_2O$) 50% (Water Treatment Plants)

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate

10043-01-3 (C.A.S.)

pH (neat)

1.4-2.6

Specific Gravity @ 21° C (70° F)

1.30-1.35

Freezing Point (approx.)

-16°C (4°F)

Density, lbs./gal., US

10.8-11.3

Aluminum as Al, %

4.2-4.5

Aluminum as Al_2O_3 , %

8.0-8.4

Aluminum as $Al_2(SO_4)_3 \cdot 14H_2O$ (Dry Alum), %

46-49

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The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer (Water Treatment Plants)

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers (Wastewater Treatment Plants)

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispersion/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

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Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desired chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer (Water Treatment Plants & Wastewater Treatment Plants)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.

Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H₂O=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate (H₃N₂O₄S) (Water Treatment Plants)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40

% available ammonia.....10%

Specific Gravity.....1.20-1.23

pH.....2.0-5.0

Soluble Iron.....<30 mg/l

Insoluble Matter.....<0.01 wt%

Freeze Point.....<10 deg. F

Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

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The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use or usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid shall be firm for a period of one year.

17.9 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate (Water Treatment Plants)

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture

10043-01-3 / 7758-99-8 (C.A.S.)

pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as Al, %	4.1-4.3
Aluminum as Al ₂ O ₃ , %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (Cu +2), %	0.20-0.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ship from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

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reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

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Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Form 1295

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24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Chemrite, Incorporated

Signature

of person authorized to sign bid

Date 7/31/24

Print Name

Aaron Opp

of person authorized to sign bid

Title:

President

Business Address: 5202 Belle Wood Court, STE 104

City, State, Zip Code: Buford, GA 30518

Telephone Number: 770-271-5576

Fax Number: 770-271-4068

Contact Person Email Address: orders@chemrite.com

Federal Tax ID Number: 58-1825727

Bidders Principal/Corporate Place of Business Address: 5202 Belle Wood Court, STE 104 Buford, GA 30518

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: _____

State how long under its present business name: 35 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? ☒ Yes / No.

Is any litigation pending against the Business? Yes / ☒ No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / ☒ No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / ☒ No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / ☒ No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / ☒ No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / ☒ No

Is the Business in arrears in any contract or debt? Yes / ☒ No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / ☒ No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / ☒ No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes ☒ No

Disadvantaged Business Enterprise (DBE): Yes ☒ No

Small Disadvantaged Business Enterprise (SDBC) Yes ☒ No

Other: Please specify

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

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25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	\$	\$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	\$	\$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	\$	\$
4	Calcium Hypochlorite	100 Lbs. Drum	90	\$ 219.00	\$ 19,710.00
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	\$	\$
6	Liquid Chlorine	150 lbs. Cylinder	630	\$	\$
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	\$	\$
8	Cationic Polymer (C-308)	45,000 Lbs.	10	\$	\$
9	Anionic Polymer	270 Gal. Tote	10	\$	\$
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	\$	\$
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	\$	\$
12	Wastewater Polymer	25,000 Lbs.	9	\$	\$
13	Wastewater Polymer	55 Gallon Drum	50	\$	\$
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	\$	\$

Company Name: Chemrite, Incorporated

Owner/President Name: Aaron Opp

Company Address: 5202 Belle Wood Court, STE 104

City, State, Zip Code: Buford, GA 30518

Company Authorized Representative's Signature: 

Company Representative's Name: Aaron Opp

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

*****If the bidder submits both an electronic bid and a properly completed manual bid, *the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.* If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

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26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

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☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.
Aaron Opp

Name

Signature

Date

7-31-24

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

27.0 Non-Collusive Affidavit

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF ~~TEXAS~~ Georgia
COUNTY OF ~~WEBB~~ {}Hall

Aaron Opp

Being first duly sworn, deposes and says:

That he/she is President
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.



Signature of:

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

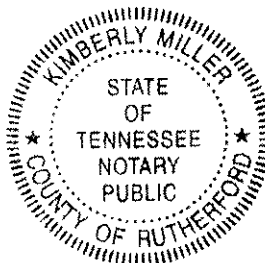
Subscribed and sworn before me this 31 day of July 2024.



Notary Public

My commission expires:

11-21-27



CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a ___ New Submission or ___ Correction or ☒ Update to previous submission.

***1. Name of person submitting this disclosure form.**

John "Aaron"	Opp		
First	M.I.	Last	Suffix

***2. Contract Information.**

a) Contract or Project name(s): FY24-095 Chemicals

b) Originating Department(s): Purchasing

***3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)**

Aaron Opp			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

***4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3**

**CITY OF LAREDO
PURCHASING DIVISION**

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

**CITY OF LAREDO
PURCHASING DIVISION**

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

CITY OF LAREDO
PURCHASING DIVISION

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Aaron Opp

Name (Print)

Signature

President

Title

Chemrite, Incorporated

Company or DBA

7/31/24

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY																																							
1 Name of business entity filling form, and the city, state and country of the business entity's place of business.																																										
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																										
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.																																										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width:30%;">4 Name of Interested Party</th> <th rowspan="2" style="width:30%;">City, State, Country (place of business)</th> <th colspan="2" style="width:40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width:20%;">Controlling</th> <th style="width:20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																								
		Controlling	Intermediary																																							
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																										
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																										
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>																																										
ADD ADDITIONAL PAGES AS NECESSARY																																										

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

*******Form does not need to be notarized*******

CITY OF LAREDO
PURCHASING DIVISION

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024;** and all bids received will be opened and read publicly at **9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

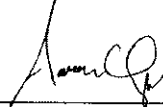
STATE OF ~~XXXXX~~ Georgia
COUNTY OF ~~XXXX~~ Hall

Aaron Opp

Being first duly sworn, deposes and says:

That he/she is President
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

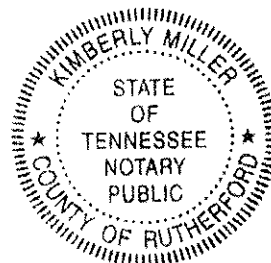

Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 7 day of August 2024.


Notary Public

My commission expires:

11-21-27





The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, January 11, 2024** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Chemrite&TradeName=Prochlo&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemrite, Inc.

5202 Belle Wood Court

Suite 104

Buford, GA 30518

United States

877-828-1652

770-271-5578

Visit this company's website (<http://www.chemrite.com>)

Facility : Andhra Pradesh, India

Calcium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
ProChlo	Disinfection & Oxidation	10mg/L
ProChlo Plus	Disinfection & Oxidation	10mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 1

Number of matching Products is 2

Processing time was 0 seconds

SAFETY DATA SHEET

1. Identification

Product identifier ProChlo, Calcium Hypochlorite

Other means of identification

SDS number -

Recommended use Disinfection is swimming pools and drinking water, treatment of industrial cooling water, slime control, odor control, sewage and waste water treatment.

Recommended restrictions Use in accordance with supplier's recommendations.

Manufacturer/Importer/Supplier/Distributor information

Company name Chemrite, Inc.

Address 5202 Belle Wood Ct., Ste 104
Buford, GA 30518 USA

Telephone 770-271-5576

E-mail info@chemrite.com

Website www.chemrite.com

Emergency Telephone For Hazardous Materials [or Dangerous Goods] Incidents ONLY
(spill, leak, fire, exposure or accident), call CHEMTREC at
CHEMTREC®, USA: 001 (800) 424-9300
CHEMTREC®, Canada: 001 (703) 527-3887

2. Hazard(s) identification

Physical hazards	Oxidizing solids	Category 2
Health hazards	Acute toxicity, oral	Category 4
	Skin corrosion/irritation	Category 1B
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 (Respiratory Tract irritation)
Environmental hazards	Hazardous to the aquatic environment, acute hazard	Category 1
	Hazardous to the aquatic environment, long-term hazard	Category 1
OSHA defined hazards	Not classified.	

Label elements



Signal word Danger

Hazard statement May intensify fire; oxidizer. Harmful if swallowed. Causes severe skin burns and eye damage. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects.

Precautionary statement

Prevention

Keep away from heat. Keep/Store away from clothing and other combustible materials. Take any precaution to avoid mixing with combustibles. Use only outdoors or in a well-ventilated area. Do not breathe mist or vapor. Wash thoroughly after handling. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Avoid release to the environment.

Response

In case of fire: Use water for extinction. If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If inhaled: Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center/doctor. If exposed: Call a poison center/doctor. Collect spillage.

Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.

3. Composition/information on ingredients

Substances

Chemical name	CAS number	%
Calcium Hypochlorite	7778-54-3	>65
Calcium Chlorate	10137-74-3	<2
Calcium Carbonate	471-34-1	<2
Calcium Hydroxide	1305-62-0	<2
Sodium Chloride	7647-14-5	<17

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation	Remove source of contamination or move victim to fresh air. If breathing has stopped, trained personnel should begin artificial respiration or, if the heart has stopped start CPR (cardiopulmonary resuscitation). Get medical attention immediately.
Skin contact	Take off immediately all contaminated clothing. Immediately flush skin with plenty of water. Wash contaminated clothing before reuse.
Eye contact	Immediately flush with plenty of lukewarm water for up to 20 minutes. Remove any contact lenses and open eyelids wide apart. Continue rinsing. Take care not to raise contaminated water into affected eye. Get medical attention immediately.
Ingestion	Never give anything by mouth if victim is rapidly losing consciousness, or if unconscious or convulsing. Have victim rinse mouth thorough with water. Have victim drink one cup (240-300ml 8-10 oz) to dilute material in stomach. Do not induce vomiting. If vomiting occurs naturally, rinse mouth and repeat administration of water. If breathing has stopped, trained personnel should begin artificial respiration or, if the heart has stopped cardiopulmonary resuscitation (CPR) immediately. Get medical attention immediately.

5. Fire-fighting measures

Means of Extinction:	Drench with water and cool surrounding products with water. Water in contact with hot hypochlorite can release hydrochloric acid or chlorine gas. Use appropriate self-fire extinguishing agents – Use water only.
	Flash Point and Methods of Determination: Not combustible (does not burn). Be aware that Calcium Hypochlorite can decompose violently at temperatures above 150° C. Releasing heat and oxygen gas.
Upper Flammable Limit:	Not applicable.
Lower Flammable Limit:	Not applicable.
Auto Ignition temperature:	Not applicable.
Hazardous combustions products:	Oxygen, Chlorine and Chlorine Monoxide
Protective Equipment:	In case of fire wear self-contained breathing apparatus. Use personal protective.

6. Accidental release measures

Personal precautions:	In case of violent reaction and ignition, ensure proper and adequate ventilation and remove all the resources of ignition. Use personal protective requirement and evacuate people to safe areas.
Environmental Precautions:	Ensure the production does not enter the drains and do not allow the material to contaminate ground water systems.
Methods of Clean up:	Protect from contamination and ensure the disposal is done promptly into the suitable containers.

7. Handling and storage

Precautions for safe handling:	Avoid generation dust. Avoid mixing pure material with contaminated material. Use smallest possible amounts in designated areas with adequate ventilation.
Conditions for safe storage:	Store in original containers. Keep container tightly closed in a clean, cool, open and well-ventilated place. Keep out of sun.

8. Exposure controls/personal protection

Engineering Controls:	Local exhaust ventilation required when exposure to dust occurs.
Precautions/Procedure In case of spill:	Restrict access to area until completion of clean up.
Personal Protective Equipment:	
Respiration Protection:	Wear dust mask or NIOSH approved type canister type respirator suitable for chlorine.
Eye/Face Protection:	Chemical safety goggles, face shields are necessary.
Skin Protection:	Use impervious gloves, body suite, boots, and/or other resistant protective clothing. Have safety shower/eye wash fountain readily available in the immediate work area.
Materials for Protective Clothing:	Butyl rubber, natural rubber, neoprene, nitrile/polyvinyl chloride, polyurethane, polyvinyl chloride.

9. Physical and chemical properties

Physical state	Solid granules
Appearance Form	White, free flowing granules with a strong chlorine odor.
Odor threshold	Not available.
pH	11.5 (5% Solution)
Specific gravity	2.050 – 2.20 @ 20°C (Water = 1@4 °C)
Melting point/freezing point	Decomposes at temperature above 150°C
Boiling point	Not available.
Vapor Pressure	Not available.
Vapor Density	Not available.
Evaporation Rate	Not available.

10. Stability and reactivity

Reactivity	Calcium Hypochlorite should be kept away from household soap, paint products, sustain lotions, solvents, acid, beverages, lighted cigarettes, combustible material, garbage, dirt, rags, organic material and other pool chemicals. Mixing with any of the above material can initiate a hazardous decomposition of Calcium Hypochlorite. Calcium Hypochlorite should not be mixed with anything but water.
Chemical Instability	Heat, acids, and organic compounds may cause hazardous decomposition of Calcium Hypochlorite. Water added to container to container of Calcium Hypochlorite may generate enough heat to initiate the hazardous decomposition of material.
Ammonia, Urea and conditions of reactivity	From reactive and toxic chloramines
Acids	Release Chlorine gas
Metal Oxides	Can react violently
Hazardous decomposition	Chlorine and Oxygen

Hazardous Polymerization: Does not occur.

Comments: Calcium Hypochlorite is a strong oxidizing agent. Mix only into water contamination of the product may result in chemical reaction with generation of heat, liberation of hazardous gases and possible fire and explosion.

11. Toxicological information

Local effects: When contacted with skin and eyes, causes services caustic burns. If inhaled the corrosive and substances can lead to a toxic edema of lungs. Symptoms may be delayed causes throat pain and cough. Ingestion cause burns of the upper digestive and respiratory tracts if swallowed.

Acute Inhalation LC50: (rat) no mortality at 3.5 mg/l (1 hour). Slight to very low toxicity

Acute Dermal LD50: (rabbit) >1000 mg/kg. Slight to very low toxicity

Acute Oral LD50: (rat) 850 mg/kg. Slight to very low toxicity

Carcinogenicity Toxicity: Not available.

Reproductive Toxicity: Not available.

Mutagenicity: Not available.

12. Ecological information

Ecotoxicity LC50: 0.088mg/L996hr bluegill sunfish – very toxic to aquatic organisms. Make sure not to allow the material contaminate the ground water system.

Environmental fate:

Mobility: Soluble.

Biodegradation: Not available.

Bioaccumulation: Not available.

Physical / Chemical:

Hydrolysis: Not available.

Photolysis: Not available.

Additional information: Not available.

13. Disposal considerations

Clean-up: Do not touch spilled material. Prevent material from entering sewers or confined place. Shovel into clean, dry, labeled containers. Flush area with water. Contaminated materials may be dissolved in water, then treated with a reducing agent such as sodium sulphite. Care should be taken while handling contaminated material due to fire risk.

Waste Disposal: Consult appropriate Federal, State/Provincial and local regulatory authorities to ascertain proper disposal procedures. Care should be taken not to mix waste Calcium Hypochlorite with incompatible material. Calcium Hypochlorite should be dissolved in water and the available chlorine should be treated using a reducing agent such as Sodium Sulphite.

14. Transport Information

DOT

UN number: UN3487
UN proper shipping name: Calcium Hypochlorite, Hydrated
Hazard Class: 5.1
Subsidiary risk: 8
Packing group: II
USA – RQ, Hazardous
Substance and Quantity: 10 lbs. / 4.5 kg. (Calcium Hypochlorite)
Marine Pollutant: Regular

ICAO/IATA:

UN number: UN3487
UN proper shipping name: Calcium Hypochlorite, Hydrated
Hazard Class: 5.1
Subsidiary risk: 8
Packing group: II

IMDG:

UN number UN3487
UN proper shipping name Calcium Hypochlorite, Hydrated
Class 5.1
Subsidiary risk 8
Packing group II

15. Regulatory information:

EC Labeling Requirements: The product is classified and labeled in accordance with EC directives or respective national laws.

US Federal Regulations

ProChlo	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard

Contains: Calcium Hypochlorite (231-908-7)

Danger Indications:

O – Oxidizing

C – Corrosive

N – Dangerous Environment



R8 – Contact with combustible material may cause fire.

R22 – Harmful if swallowed

R31 – Contact with acids liberates toxic gas

R34 – Causes burns

R50 – Very toxic to aquatic organisms

Safety Phrases:

S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

S45 – In case of accident or if you feel unwell, seek medical advice immediately

S61 – Avoid release to the environment. Refer to special instructions.

S36/37/39 – Wear suitable protective clothing, gloves, and eye/face protection.

S ½ – Keep locked-up and out of the reach of children.

16. Other Information:

Other Information:

UL Drinking Water Treatment Chemicals Listing- calcium hypochlorite is certified for maximum use at 13mg/L under ANSI/NSF Standard 60.

Risk Phrases:

R8 – Contact with combustible material may cause fire.

R22 – Harmful if swallowed

R31 – Contact with acids liberates toxic gas

R34 – Causes burns

R50 – Very toxic to aquatic organisms

Disclaimer

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CHEMRITE, INC. DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CHEMRITE, INC. MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Chemrite, Inc., and shall be the sole responsibility of the holder or user of the product.

