



PURCHASING DEPARTMENT
REQUEST FOR BID

17-010

**AQUATIC CHEMICALS FOR NRH20
AND NRH CENTRE**

BIDS DUE WEDNESDAY, FEBRUARY 15, 2017

BY 2:00 P.M.

INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 17-010
- Bid Type: REQUEST FOR BID
- Bid Name: Aquatic Chemicals for NRH20 and NRH Centre
- Bid Due Date: Wednesday, February 15, 2017
- Bid Due Time: 2:00 P.M. Central Standard Time
- Pre-Bid Conference: None Scheduled
- Deadline for questions:
 - Date: Wednesday, February 8, 2017
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills Purchasing,
Attn: 17-010 Bid Aquatic Chemicals for NRH20 and NRH Centre
4301 City Point Drive
North Richland Hills, TX 76180

If delivering a bid packet please include ***One (1) hard copy and One (1) soft copy on Flash drive or CD-ROM***. Submit documents in a sealed envelope with the following information marked plainly on the front:

**ATTN: PURCHASING DEPARTMENT
17-010 AQUATIC CHEMICALS
FOR NRH20 AND NRH CENTRE**

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Dallas

DOUG DEAN verifies
that: (Name)

- (1) He/She is owner, partner, officer, representative, or agent of
DCC Inc., has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in
regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has
in any way colluded, conspired or agreed, directly or indirectly with any other
bidder, firm or person to submit a collusive or sham bid in connection
with attached bid and the price or prices quoted herein are fair and proper.


SIGNATURE
DOUG DEAN
PRINTED NAME

Subscribed and sworn to before me this

13TH Day of FEBRUARY 2017.

Mary J. Lindquist
NOTARY PUBLIC in and for

Dallas County, Texas.

My commission expires: 02/07/18



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY:

DCC Inc

ADDRESS:

2929 STOREY LN.

CITY, STATE & ZIP:

DALLAS, TX 75220

TELEPHONE:

972-224-1669

FAX

214-350-6159

EMAIL:

ddean@dcc-pools.com

SIGNATURE:



PRINTED NAME:

DOUG DEAN

DATE:

2-13-17

BID FORM
BID # 17-010

Duration of Agreement and Price Adjustments

The successful bidder will be awarded a twelve (12) month agreement effective the date of award. Prices are to remain firm for the twelve (12) month agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve month (12) month periods at a price proposed by the contractor. IF DURING the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of North Richland Hills.

A price redetermination may be considered and the Contractor shall submit the renewal price changes and justification to the Purchasing Department at least sixty (60) days before the expiration of the current agreement. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 5%, whichever is smaller. Renewal shall be at the sole discretion of the City of North Richland Hills departments utilizing the contract. All areas of non-conformance shall be submitted in writing to the Purchasing Manager and must be corrected within 10 days from date of notification. After three non-conformance complaints the contract may be subject to cancellation.

DESCRIPTION	ESTIMATED QTY.	SHIPMENT METHOD	UNIT PRICE	TOTAL
Sodium Hypochlorite	67,000 Gallons	Bulk Delivery	\$ 1.04	\$ 69,680
Muriatic Acid	4,000 Gallons	55 and 30 Gallon Barrels	2.85 gallon	\$ 11,400
Calcium Hypochlorite	700 Pounds	Granulated in Tubs	\$ 1.5535	\$ 1087.45
Sodium Bicarbonate	1500 Pounds	50 Pound Bags	\$.3276	\$ 491.40

LIST MINIMUM AND MAXIMUM QUANTITIES DELIVERABLE:

DESCRIPTION	ESTIMATED QTY.	SHIPMENT METHOD	MINIMUM QUANTITIES	MAXIMUM QUANTITIES
Sodium Hypochlorite	67,000 Gallons	Bulk Delivery	500 NRH20 300 NRH CENT.	2750
Muriatic Acid	4,000 Gallons	55 and 30 Gallon Barrels	2 x 55 2 x 30	6 x 55 8 x 30
Calcium Hypochlorite	700 Pounds	Granulated in Tubs	1	10
Sodium Bicarbonate	1500 Pounds	50 Pound Bags	1	55

List the maximum amount of time for delivery after receipt of order:

48 HOUR

STATEMENT OF RESIDENCY

Is your principal place of business in the state of Texas?

☒ YES

☐ NO

If "NO" state address:

If "YES" state address

DCC Inc.
2929 STOREY LN
DALLAS, TX 75220

Definition:

"Non-Resident Bidder" - A bidder whose principal place of business is not in the state of Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

"Resident Bidder" - A bidder whose principal place of business is in the state of Texas and includes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

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.

DCC 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.

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

2/13/17
Date



2929 Storey Lane
Dallas, Texas 75220
(972) 224-1669 • (800) 383-0507
FAX (972) 224-1758

website: www.dcc-pools.com

email: sales@dcc-pools.com

DCC INC. - Business References

The Great Wolf Lodge

Michael Schafer – Aquatics Maintenance Manager
817-538-2220
mshafer@greatwolf.com

NRH20 Water Park

Frank Perez
817-427-6500
fperez@nrh20.com

Hawaiian Falls – Garland/The Colony/Roanoke/Mansfield

Clint Hill – General Manager
972-675-8888
chill@hfalls.com

City of Hurst

Kyle Gordon
817-896-3887
kgordon@ci.hurst.tx.us

City of Bedford

Don Henderson - Parks & Recreation Manager
817-952-2308 Fax 817-952-2393
DHenderson@ci.bedford.tx.us

Town of Flower Mound

Chuck Jennings
972-768-4491
chuck.jennings@flower-mound.com

Splash Kingdom Water Park – Canton, Hudson Oaks, Greenville, Nacogdoches

Johnny Blevins - Owner
Johnny@splashkingdomwaterpark.com

Water Town Water Park

Johnny Blevins - Owner
Johnny@splashkingdomwaterpark.com

City of Grand Prairie

Jeremy Thomas
817-683-4646
jthomas@GPTX.org

“Setting the Industry Standards”



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Table of Contents

INVITATION TO BID 3

GENERAL CONDITIONS..... 4

INSURANCE REQUIREMENTS 9

NON-COLLUSION AFFIDAVIT OF BIDDER..... 10

BID CERTIFICATION 11

COMPLIANCE WITH HOUSE BILL 1295 12

DISCLOSURE OF INTEREST..... 13

SPECIFICATIONS..... 14

BID FORM..... 15

DISADVANTAGED BUSINESS..... 16

STATEMENT OF RESIDENCEY 17

CONFLICT OF INTEREST QUESTIONNAIRE..... 18

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North Richland Hills, TX 76180

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The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid is turned in to the City of North Richland Hills on or before **2:00 P.M., Wednesday, February 15, 2017**. The official time shall be determined by the clock located at the switchboard in the North Richland Hills City Hall lobby. Bids received after the time stated above will be considered ineligible and returned unopened.

All attached bid documents are to be returned completely filled out, totaled, and signed. Envelopes containing bids must be *sealed*. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, general conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location.

All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills.

Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing Interlocal cooperation agreements with the City of North Richland Hills.

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

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

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

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

Type of Insurance	Amount of Insurance	Provision
1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poors
2. Consultants, architects, engineers, Landscape design specialist, other professional services	\$500,000 Professional Liability with proof that aggregate is still available.	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$500,000 each accident	Alternate employer endorsement required
4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles	\$500,000 Combined single limit for bodily injury and property damage	

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Arizona County of Maricopa
Larry Biggerstaff verifies
that: (Name)

- (1) He/She is owner, partner, officer, representative, or agent of
Leah's Poolmart, Inc. has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in
regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has
in any way colluded, conspired or agreed, directly or indirectly with any other
bidder, firm or person to submit a collusive or sham bid in connection
with attached bid and the price or prices quoted herein are fair and proper.

Larry Biggerstaff
SIGNATURE

Larry Biggerstaff
PRINTED NAME

Subscribed and sworn to before me this

14 Day of February 2017.

Michelle Johnson
NOTARY PUBLIC in and for

Maricopa County, Arizona

My commission expires: 12-24-20



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: Leslie's Poolmart, Inc

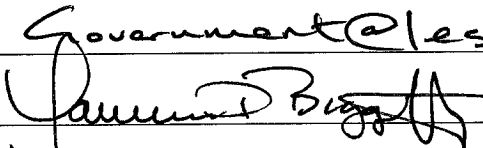
ADDRESS: 2005 E Indian School Rd

CITY, STATE & ZIP: Phoenix, AZ 85016

TELEPHONE: 602-366-3848

FAX: 602-366-3939

EMAIL: Government@lesli.com

SIGNATURE: 

PRINTED NAME: Larry Biggerstaff

DATE: 02.14.2017

COMPLIANCE WITH HOUSE BILL 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 may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity 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 has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 4) Have the form notarized,
- 5) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity 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.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

SPECIFICATIONS

BID # 17-010

The City of North Richland Hills is requesting bids for an annual contract to supply aquatic chemicals for NRH₂O Water Park, which has approximately 950,000 gallons of treated pool water, and the NRH Centre, which has approximately 130,000 gallons of treated pool water. NRH₂O is located in a commercial area at 9001 Boulevard 26 and the NRH Centre is located at 6000 Hawk Ave. The chemical supplier must have the ability to supply NRH₂O Family Water Park on a basis that will meet the needs of a heavily attended water park. Chemicals will be ordered for delivery on an as need basis.

All deliveries to NRH₂O need to begin at 6am due to some deliveries needing to be made in guest access areas. Any delivery beginning after this has the potential to interfere with guest traffic areas and/or require the park to shut down an attraction due to the delivery equipment being in the way of the entrance to the attraction. Delivery vehicles must come equipped with at least 250' of hose in order to be able to reach all delivery areas from outside of the fenced in perimeter of the park.

The quantities listed are estimated quantities using the best information available. The City reserves the right to choose the items that will be purchased and to purchase more than or less than the quantities listed.

Bidder must include details on the required chemicals, shipment methods, and delivery schedules. Delivery schedules shall include an outline of flexibility and guarantee of delivery. The supplier shall be required to unload and/or transfer all chemicals from the delivery vehicle to the storage facility at both locations.

Bids should also include prices and bulk shipment methods for the chemicals, as well as minimum to maximum quantities deliverable per order. NRH₂O has five (5) tank sizes: 1000 gallon, 550 gallon, 500 gallon, 150 gallon & 500 gallons. Minimum of 500 gallons to a Maximum of 2200 gallons delivered three (3) times per week. The NRH Centre has one 500 gallon tank.

Supplier shall also include information and pricing on other chemicals that would be beneficial for NRH₂O and the NRH Centre. Material Safety Data Sheets shall be supplied by the successful Bidder on all chemicals listed in this bid.

The chemical supplier must supply technical support in diagnosing pool chemistry related issues and should have the ability to supply the necessary treatment chemicals and procedures for correcting the problem. Technical support must be available to NRH₂O and the NRH Centre in a timely manner in order to meet the needs of a daily water park.

Beginning in May, NRH₂O Family Water Park will be open daily and the park will close to the public in late September. Water does not remain in the pools year round; therefore chemical treatment shall be necessary only on a seasonal basis for NRH₂O. The NRH Centre is open year round and will require chemical treatment during that entire time frame.

BID FORM
BID # 17-010

Duration of Agreement and Price Adjustments

The successful bidder will be awarded a twelve (12) month agreement effective the date of award. Prices are to remain firm for the twelve (12) month agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve month (12) month periods at a price proposed by the contractor. IF DURING the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of North Richland Hills.

A price redetermination may be considered and the Contractor shall submit the renewal price changes and justification to the Purchasing Department at least sixty (60) days before the expiration of the current agreement. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 5%, whichever is smaller. Renewal shall be at the sole discretion of the City of North Richland Hills departments utilizing the contract. All areas of non-conformance shall be submitted in writing to the Purchasing Manager and must be corrected within 10 days from date of notification. After three non-conformance complaints the contract may be subject to cancellation.

DESCRIPTION	ESTIMATED QTY.	SHIPMENT METHOD	UNIT PRICE	TOTAL
Sodium Hypochlorite	67,000 Gallons	Bulk Delivery	N.O.B.O	N.O.B.O
Muriatic Acid	4,000 Gallons	55 and 30 Gallon Barrels	\$122.95	$4000 \div 55 = 72.73$ $73 = \$8,975.35$
Calcium Hypochlorite	700 Pounds	Granulated in Tubs	\$134.95	\$944.65
Sodium Bicarbonate	1500 Pounds	50 Pound Bags	\$14.95	\$448.50

LIST MINIMUM AND MAXIMUM QUANTITIES DELIVERABLE:

DESCRIPTION	ESTIMATED QTY.	SHIPMENT METHOD	MINIMUM QUANTITIES	MAXIMUM QUANTITIES
Sodium Hypochlorite	67,000 Gallons	Bulk Delivery	N.O.B.O	N.O.B.O
Muriatic Acid	4,000 Gallons	55 and 30 Gallon Barrels	Quantities of 4, no min.	no max
Calcium Hypochlorite	700 Pounds	Granulated in Tubs	no min	no max
Sodium Bicarbonate	1500 Pounds	50 Pound Bags	no min	no max

List the maximum amount of time for delivery after receipt of order:

Business
3 days

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

N/A

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ Fax No. _____

Email address: _____

INDICATE ALL THAT APPLY:

- ☐ Minority-Owned Business Enterprise
☐ Women-Owned Business Enterprise
☐ Disadvantaged Business Enterprise

STATEMENT OF RESIDENCY

Is your principal place of business in the state of Texas?

YES

NO

If "NO" state address:

If "YES" state address

Definition:

"Non-Resident Bidder" - A bidder whose principal place of business is not in the state of Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

"Resident Bidder" - A bidder whose principal place of business is in the state of Texas and includes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

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.

Leslie's Poolmart, 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.

None

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.

N/A

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?

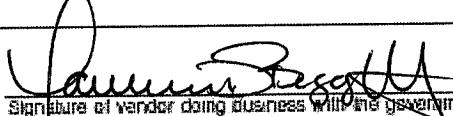
☐ Yes

☐ 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.

None

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

2-14-17
Date

Name	SKU	SKU Name	Price Per
City of Richland Hills	81298	Soda Ash 50# Bag	\$ 17.95
City of Richland Hills	81269	Calcium Chloride 50# Bag	\$ 17.95
City of Richland Hills	81293	Cyanuric Acid Conditioner 100# Drum	\$ 114.95
City of Richland Hills	13144	Leslie's Perfect Weekly 3 Liter	\$ 29.95
City of Richland Hills	14918	Leslie's Ultra Bright Gallon	\$ 19.95
City of Richland Hills	14030	Algae Control Gallon	\$ 49.95