



# **CITY OF ROCKWALL**

**385 SOUTH GOLIAD  
ROCKWALL, TX 75087  
972-771-7700**

**REQUEST FOR PROPOSAL 2026-006**

**TURNKEY ODOR CONTROL PROGRAM  
WASTEWATER COLLECTION**

**SUBMITTALS due 2:00 PM CST, March 25, 2026**

**To**

**Misty Farris, Purchasing Agent  
City of Rockwall**



## REQUEST FOR PROPOSAL (RFP)

### PURPOSE OF RFP:

The City of Rockwall, Texas (City) invites the submittal of responses to this Request for Proposal (RFP) from qualified firms interested in providing a turnkey Odor Control Program for the City's Wastewater Collection Division. The contract will be awarded to the proposal providing the **BEST VALUE** to the City of Rockwall as determined by the evaluation criteria as stated herein.

### SCOPE:

The purpose of this solicitation is to establish a term contract for a turnkey Odor Control Program for the City of Rockwall's Wastewater Collection Division in accordance with the solicitation. Within this program all equipment and service shall be included in the chemical per gallon price. The materials listed in this specification will mitigate the release of hydrogen sulfide within the wastewater collection system.

### RESPONDENT REQUIREMENTS:

The Respondent shall be recognized and established in the field of wastewater odor control for each chemical supplied. The Respondent is to provide a list of 5 references currently using the Respondent for a turnkey odor control program. The list is to include telephone numbers and contact names. At least two of these references are to have used the program for 3 or more years.

The selected Respondent shall supply a complete turnkey program at each location identified for treatment. This turnkey program shall include the installation of chemical storage tank and chemical feed system, monthly maintenance of the chemical feed system, monthly sampling and testing, continuous H<sub>2</sub>S monitoring, and optimization services. A monthly report should be issued documenting each sites performance for the previous month. Respondents shall be capable of providing on-site technician assistance within 24 hours of notification for any chemical they supply.

The Respondent shall also employ trained technicians that are available to perform system optimization and maintenance for the supplied chemical as requested. The Respondents' representatives/technicians shall have a minimum of two (2) years' experience in handling the specific chemical, testing water/wastewater and using chemical dosing equipment as it applies to the chemical being purchased. At least one technician shall reside within 30 miles driving distance from the City. Respondent must provide a list of technicians (minimum of three) who can perform work within the City for various locations.

The successful Respondent shall own their transportation fleet, and the drivers shall be employees of the same, trained in the safe handling and unloading of the chemicals being supplied.

**PERIOD OF CONTRACT:**

The period of this contract shall be three (3) years from the Date of Award. The City reserves the right to renew the contract for two (2) additional one-year periods based on satisfactory contractor performance and if agreeable to all parties. Once awarded, the City retains the right to cancel or terminate the contract at any time by giving the successful Respondent thirty (30) days written notice.

**PRICES AND PRICE ADJUSTMENT:**

All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.

Respondents shall offer a single price per gallon for each of the specified chemicals.

The names of a certain brand, make or definite specifications are to denote a quality standard of the chemical or material required but does not restrict Respondents to the specific brand, make or manufacturer name. It is to set forth and convey to the prospective Respondents the general style, type of character and quality of the chemical or material desired.

The Respondent agrees that for unit price contracts, prices shall remain firm for a 1-year period from contract execution. Respondent shall give not less than sixty (60) days advance notice of any price increase to the purchasing office. The Respondent is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

The request for a price change shall include the following information:

- (1) The price requested and the basis for the change requested
- (2) Supporting documentation for the change requested (CPI, BLS, etc.)
- (3) Effective date of requested change

**ESTIMATED QUANTITIES/PROJECTED REQUIREMENTS:**

The quantities specified in this solicitation are estimates only and are given for the information of Respondents and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period.

Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise.

**DELIVERY/TIME OF PERFORMANCE:**

Ensure products are delivered to the destination within five (5) business days after receipt of order (ARO).

Ensure deliveries are made to various locations in the city of Rockwall, TX between the hours of 7:00 A.M. and 3:00 P.M. on regular City business days unless other arrangements have been made. The Respondent is required to contact city personnel between 30 & 60 minutes before a delivery to any site. This is to facilitate the opening of gates & doors by city personnel. The City reserves

the right to instruct the deliverer of chemicals to come back another day if these times are not followed at no charge to the City.

The material shall be capable of being delivered by tanker trucks with a volume of between 1,000 & 5,000 gallons. The Respondent shall also be able to deliver via non-articulating straight trucks as site conditions require.

Split deliveries to multiple sites (no more than 3) from the same truck on the same day without a change in delivery cost if requested by the City.

Be responsible for ensuring that the chemical delivered to a tank is of the same chemical makeup as the chemical already in the tank.

Be responsible for the proper labeling of storage tanks in compliance with Local, State and Federal requirements. The Respondent shall not deliver the material into any tank or vessel that is not properly labeled.

Provide prompt clean-up of any spills made during delivery and be responsible for the proper labelling of storage tanks in compliance with local, state, and federal requirements.

**QUOTATION LIMITATION:**

Respondents shall offer only ONE ITEM AND PRICE for each line-item bid. If an "or equal" item is to be bid, the Respondent must select the brand and model that meets or exceeds the specified item and submit their bid for that item.

**PRODUCT SPECIFICATIONS:**

The Respondent shall be able to provide ALL of the following chemistries or their equivalent under a turnkey odor control program:

<b>Product</b>	<b>Estimated Annual Quantity (gallons)</b>	<b>Number of Feed Locations</b>
SULFeND <sup>®</sup> RT	55,000	4
Equivalent to SULFeND <sup>®</sup> RT	55,000	4
Calcium Nitrate	15,000	1
Magnesium Hydroxide	40,000	1

In addition, to the above chemistries the Respondent shall also have access to ferrous chloride and hydrogen peroxide.

**Equipment Specifications**

**Storage Tanks:** Chemical storage tanks shall be sized to minimize frequency of deliveries and to fit on the existing pad at each dosing site. The tanks shall be constructed from HDPE.

**Chemical Feed System:**

- A. The operation of the Chemical Feed System shall be controlled from a control panel. All equipment control switches, pilot lights, controllers, etc. shall be housed in this panel.

- B. **Enclosure:** The control panel enclosure shall be constructed of carbon steel. The interior floor and floor sidewalls shall be coated with polyurethane for enhanced chemical protection. The enclosure shall be rated NEMA 3R, 4, 12 and 13. UL listed 3R, 4, and 12. IP 66 rated. The hinged door shall have two quarter-turn latches and shall be capable of locking via a padlock. All components shall be mounted on a slide-in rack mount.
- C. **Components:** The control section of the enclosure shall contain the following:
- Siemens S7-1200 Programmable Logic Controller, Loaded with a Feed Controller Program
  - Siemens MPT700 Color Touchscreen HMI to control all functions
  - Set of Contacts with Isolator to accept Tank Level Device
  - Set of Contacts for Pump Failure Alarm
  - Set of Contacts for enclosure point-level leak detection
  - Set of Contacts to Integrate with SCADA System
  - 24V Power Supply
- D. **Controls Layout:** All manually operated controls (control switches, pilot lights, etc.) shall be located on a panel behind the enclosure door.
- E. **Standards:** All control system design, fabrication, and wiring shall conform to the standards of Underwriter's Laboratories, National Electrical Code, and any other applicable federal, state, or local codes.
- F. **System Operation:** Chemical Feed Pumps. The peristaltic pump shall be controlled by the Touch HMI screen when in automatic. The control systems shall utilize 48 discrete flow set points per day at 30-minute intervals.
1. When the pump is in the AUTO position it shall be controlled by the Programmable Feed Controller. The dosing controller shall vary the feed rate in 1/2-hour increments as specified by the user. The pump(s) speed shall be varied by the dosing controller to match the specified dose curve.
  2. When the pump is in manual mode it shall run, regardless of the preset curve.
  3. System shall automatically calculate and dose the specified volume of product with either one pump or two pumps installed and activated. System shall alarm capability at three preset tank levels, tank low, tank high, and tank high-high.
  4. System shall automatically shut off pumps when enclosure leak detection sensor, IFM LMC500, is triggered.
  5. Automatic functions shall be protected by two-level security (supervisory and user).

## LEVEL INDICATION

1. **Float Indication:** The level indicator shall be assembled to the tank and shall consist of PVC float, indicator, polypropylene rope, perforated interior pipe, PVC roller guides, clear PVC sight tube and necessary pipe supports. The level indicator shall act inversely to the tank contents and shall not allow entrance of tank contents into the sight tube at any time.
2. **Ultrasonic Level Indicator:** The ultrasonic level indicator shall be, Endress + Hauser FMR10B, and suitable for service in a non-hazardous location.
3. **Pressure Transducer:** The pressure transducer shall be, FMB51, and suitable for service in a non-hazardous location.

## CHEMICAL FEED PUMPS

- A. **METERING PUMP** – Shall be a positive displacement, peristaltic type tubing pump with a brushless variable speed motor and non-spring-loaded roller and flexible tube assembly located in a removable fully encased pump head, integral leak detection system, and attached connection fittings. Watson-Marlow Qdos 120 pumps shall be capable of output volumes from 0.001 to 31.7 gallons per hour.
1. There shall be no valves, dampeners, diaphragms, springs, or dynamic seals in the fluid path. Process fluid shall contact the pump tubing assembly and connection fittings only.
  2. Fluid path material shall be Santoprene.
  3. Pumhead orientation shall be on the left.
  4. Capable of self-priming at the rated maximum pressure of up to 60 PSI (4 bar).
  5. Capable of running dry without damage.
  6. Suction lift shall be 30 feet of water.
  7. Repeatability: +/- 0.5 percent.
  8. Accuracy: +/- 0.5 percent of full scale.
  9. Shall have a 3.5" (88.9mm) color TFT display.
  10. Control shall be Universal+ model for this pump and shall have manual control capability, 4-20ma input, run stop input, 4-20ma output, and four configurable relay outputs.
  11. Pump shall have a three-year manufacturer's warranty.

**B. PUMP HEAD** – Shall be a Watson-Marlow ReNu Santoprene pump head. Fully encased roller, rotor, tube, and inlet/discharge port assembly.

1. Leak detection sensors shall be wholly located in the pump head. Leak detection system shall not trigger with water contact. Float switch type switches shall not be used. Process fluid waste ports or leak drains shall not be provided.
2. Squeeze rollers with encapsulated ball bearings shall be directly coupled to a one-piece thermoplastic rotor. Spring-loaded or hinged rollers shall not be used.
3. Internal lubricant shall be PFPE based.
4. Pump rollers shall be capable of operating in either direction at the maximum rated pump pressure.
5. Pump rollers shall be capable of operating in either direction without output variation.
6. Pump head assembly must be removable without tools.
7. Pump head enclosure will be 30 % GF Polyphenyl ether, Polyethylene, Polycarbonate, and Polypropylene.
8. Pump head enclosure seals shall be NBR.
9. Pumphead ports shall be Polypropylene.
10. Only manufacturer original pump head assemblies shall be used.
11. Tubing shall be Santoprene.
12. Connection fittings shall be permanently clamped to the tubing with stainless steel clamps. To prevent tubing misalignment and ensure accuracy, fittings shall insert into keyed slots located in the pump head and be secured in place by the connection collar.
13. Tube sizes and connections shall be measured in inches
14. Connection fittings shall be 1/2" M/NPT. Alternate fittings shall accept 1/4" ID x 3/8" OD flexible tubing. (Engineer to specify.)

**DRIVE SYSTEM** – Shall be factory installed and totally enclosed in a NEMA 4X, (IP66) wash-down enclosure. Capable of operating on any input power from 110VAC to 240VAC, 50/60 Hz single phase supply without user configuration or selection switches.

## **15. Motor**

- A. Reversible, brushless DC gear motor rated for continuous duty.
- B. Stainless steel 440C drive shaft.
- C. NBR drive shaft seals.
- D. Motor shall include overload protection.
- E. The maximum gear motor RPM shall be 140 RPM.

## **16. Enclosure**

- A. 20 % Glass Filled Polyphenyl ether / Polystyrene.
- B. Silicone sponge SE515 drive casework seals.
- C. Rated NEMA 4X (IP66).
- D. Input/output wiring shall be male, five pole, IP66 rated, M12 connections.

## **C. SAFETY**

1. Pump drive shall be listed to UL Standard 61010 and CSA Standard C22.2 for safety requirements for electrical equipment for measurement, control, and laboratory use.
2. Pump head wetted parts shall be listed to NSF/ANSI 61: Certified for Drinking Water System Components.
3. Leak detection system sensors shall be wholly located in the pump head. Leak detection system will stop the pump within three seconds of leak detection. To prevent false alarms due to rain, wash-down, condensation, etc., leak detection system shall not trigger with water contact. Process fluid waste ports or leak drains shall not be provided.
4. Pump head assembly shall be locked in place with retaining clamps and motor will stop if pump head disconnected.
5. Secondary user confirmation input required for motor reversal, tube life timer reset, and factory default configuration reset.

## **D. MANUFACTURER**

1. The pump shall be Watson-Marlow Qdos chemical metering diaphragm pumps and pump heads shall be Watson-Marlow ReNu pump head.

## **SITE AND UTILITIES**

The feed system, chemical storage tanks, and other appurtenances shall be located on the existing pads on site. The following utilities shall be available near the feed system pad.

A. Electrical:

Magnesium Hydroxide: One 480 VAC, 60 Hz, 40-amp single-phase electrical service shall be required.

All other products: One 120 VAC, 60 Hz, 15-amp single-phase electrical service shall be required.

B. Drain. A minimum 2-inch P.V.C. gravity pad drain to sewer is recommended.

## **EQUIPMENT SHOP TESTING**

Before shipping the equipment, the manufacturer shall perform shop tests. These tests shall include at a minimum:

A. Visual inspection of all equipment.

B. Programming and test of programmable logic controller, including alarm interlocks feed control.

C. Test of remote system communication.

D. Complete assembly, start-up and “wet-test” of feed pumps and calibration piping.

### **Odor Control Program Services:**

- Service as needed
  - Perform scheduled preventive maintenance
  - Mechanical System check and wear part replacement
  - Continuous vapor phase monitoring at the control points
  - Liquid phase sampling checks
  - Perform calibrations as required
- Program Engineer Overview
  - Routine reviewing of data
  - Make process adjustments to meet treatment objectives
  - Maintaining the Website
  - Optimization of chemical dosing
  - Inventory management
- Web Cellular service
- Emergency Service
  - Respond to all alarms

## Monthly reports

- Status and reliability
- Summary of data collected
- Variances and exceptions
- Service notes
- Recommendations
- Odor complaint summary
- Maintenance report
- Dosage and usage
- Results and trends
- Dissolved Sulfide testing

## Monitoring & Website Services

- Complete access by Customer – monitoring and control
- Future web upgrades

## SELECTION PROCESS

An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. The City will review and evaluate the statements of qualification and price proposal received, and may invite firms to be interviewed before making a final selection of a firm for this project. If the City desires to interview a firm, that firm will receive notification of the date and time of the interview. During the evaluation process, the City may initiate discussions with vendors. Discussions may not be initiated by Respondents.

The selected Respondent then may negotiate with the City on fee and contract conditions. If a reasonable fee cannot be achieved with the Respondent of choice, in the opinion of the City, negotiations will proceed with the second choice Respondent until a mutually agreed contract can be negotiated.

## EVALUATION

City Staff will evaluate the submittals and make a recommendation to the City Council for formal selection of the Respondent with which contract negotiations may be initiated.

- |  |      |
|--|------|
| ● Price  | 50%* |
| ● Extent to which the program/products meet City needs | 40%  |
| ● References   | 10%  |

\* Tax-Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. The City will furnish an Excise Tax Exemption Certificate upon request.

## ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

- A. No Gratuities** – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means, other than disclosure of Proposal and credentials through the proper channels, will be grounds for exclusion from the selection process. Accordingly, contacts with those involved in the selection process should not be initiated.
- B. All Information True** – By submitting a response, Respondents represent and warrant to the City that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading or incomplete information, whether intentional or not, in any of the documents presented to the City of Rockwall for consideration in the selection process may be excluded.
- C. Interviews** – After the initial evaluation of the statements of Proposal, Respondents may be interviewed to discuss the Respondent’s program approach and design professionals who would be directly involved in the Project.
- D. Inquiries** – Do not contact the City to make inquiries about the progress of this selection process. All correspondence relating to this bid, from advertisement to award, shall only be sent to the person designated by the City. Process inquiries should be directed to Misty Farris, Purchasing Agent for the City, [mfarris@rockwall.com](mailto:mfarris@rockwall.com). **Questions deadline will be no later than 2:00 PM CDT, on March 16, 2026.**
- E. Cost of Responses** – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations** – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. No Obligation** – The City reserves the right to: (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate Proposal; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses; (6) cancel the entire process; or (7) to hold any submittals for ninety (90) days from submission date without action,.
- H. Single Bid Response** - If only one proposal or bid is received in response to the Request for Proposals, the City has the right to reject, re-bid, accept and/or extend the procurement by up to an additional two (2) weeks from original submission date.
- I. No Commitment** - The Request for Proposal does not commit the City to award any costs or pay any fees, or to award any contract, or to procure or contract for services or supplies.

**J. Non Discrimination** – The Respondent shall not deny employment to any person on the basis of race, creed or religion and will insure that all Federal and State laws pertaining to salaries, wages and operating requirements are met or exceeded.

**K. Bonds and Insurance** – Liability and statutory worker’s compensation insurances are required, adding the City of Rockwall as an additional insured on the liability policy.

**L.** The City is required to verify, that Respondent does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

## SUBMITTAL INSTRUCTIONS

Sealed submittals are required. Submittals must be delivered to Misty Farris, Purchasing Agent, City of Rockwall, at the address set forth below at or before **2:00 pm on March 25, 2026**. All submittals must be labeled on the outside with the Respondent’s name, the name of the Project “Odor Control Program RFP # 2026-006”. Unidentifiable bids will be unopened and marked as non-responsive. Respondents are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded by the City shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. **Late Bids will not be opened nor considered under any circumstances. The City will not be responsible in the event that the U.S. Postal Service or any other carrier system fails to deliver the proposal to the City by the given deadline above.** No submittals will be accepted electronically, either by fax or email. Responses submitted electronically will be marked non-responsive.

Provide three (3) copies of the response delivered to:

Misty Farris, Purchasing Agent  
City of Rockwall  
385 S. Goliad  
Rockwall, TX 75087

Alterations or Withdrawals of Submittals: Any submitted Response may be withdrawn or a revised Response substituted prior to the submittal deadline. Responses cannot be altered, amended, or withdrawn by the Respondent after the submittal deadline.

To enable the City to efficiently evaluate the responses, it is important that Respondents follow the required format in preparing their responses. **RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.**

**Completeness** - If the Submittal is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Response non-responsive.

## **CONTENT OF SUBMITTAL**

Each response shall be submitted as outlined in this section. The first page shall be a letter transmitting the response to the City and stating that the Proposal set forth in it remains effective for a period of 60 calendar days. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.

### **A. General Company Information**

#### 1. General Information

Firm name, address, and telephone number;  
Names of principles in the firm;  
Primary contact

#### 2. History and Experience

How many years has your organization been in business?

### **B. References**

Please provide references for at least three (3) similar projects completed within the last five (5) years.

**REPRESENTATIONS**

By signing below, Respondent represents and warrants that:

- A. The Qualifications and all statements and information prepared and submitted in response to this RFP are current, complete, true, and correct;
- B. It is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor, or service to a public servant in connection with the submitted proposal or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the City’s option, and the Respondent may be removed from all future proposal lists at this City;
- C. The individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- D. No relationship, whether as a relative or business associate, by capital funding agreement or by any other such kinship, exists between Respondent and an employee of The City of Rockwall, Texas;
- E. No compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- F. Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- G. To the best of its knowledge, no member of the City of Rockwall Commission or Elected official has a financial interest, directly or indirectly, in the Project.

**TYPE OR PRINT:**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE & TITLE

\_\_\_\_\_  
STREET ADDRESS and/or P.O. BOX NO.

PHONE:( ) \_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
CITY/STATE/ZIP CODE

FAX: ( ) \_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

_____ <b>SIGNATURE</b>	/ _____ <b>DATE</b>
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Additional Information/Bid Response/Signature:

Vendor Name: \_\_\_\_\_

Please enter bid response below & list name of equivalent product \*

<b>Product</b>	<b>Number of Feed Locations</b>	<b>Estimated Annual Quantity (gallons)</b>	<b>Unit Price Quoted (per gallon)</b>
SULFeND® RT	4	55,000	
Equivalent to SULFeND® RT * _____	4	55,000	
Calcium Nitrate	1	15,000	
Magnesium Hydroxide	1	40,000	

Return Bid to: Misty Farris  
Purchasing Agent  
City of Rockwall  
385 S. Goliad, Rockwall TX 75087

Bid Return Date: March 25, 2026, before 2:00 pm CST

# 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

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

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

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

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

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

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

Yes  No

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

Yes  No

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

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

7

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____			
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code		
<b>7</b>	List account number(s) here (options)			

## 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person	Date
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## 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](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## Certificate of Interested Parties Form 1295

Pursuant to Section 2252 of the Texas Government Code, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties (Form 1295) and has created a website application for business entities to submit the required information.

The City of Rockwall may not enter into a contract that requires the approval of the City Council until the business entity that is a party to the contract files a Form 1295 with the Texas Ethics Commission and the City of Rockwall Purchasing Department.

1. Upon being notified of a bid/recommended award, the award recipient, the business entity, must go the following website: <https://www.ethics.state.tx.us/filinginfo/1295/> and follow the login directions on the website application to complete a Form 1295. If this is a business entity's first login on to the website application, the business entity must create a login Username and Password then follow the application's instructions to complete a Form 1295.
2. The City does not have a Contract ID Number System. Please insert the City of Rockwall's bid or project number in this box **RFP NO: 20XX-XXX**.
3. Once confirmation is received, that the information has been submitted with the Texas Ethics Commission, the business entity MUST print, sign and date Form 1295.
4. Form 1295 must be filed with the Texas Ethics Commission within seven (7) business days of the date of notification of recommended award. The contract will not be presented to City Council until the form has been filed with the Texas Ethics Commission and the City of Rockwall has received Form 1295.
5. In no way does a request for filing of Form 1295 with the Texas Ethics Commission commit the City to any type of award whatsoever.
6. Once the City of Rockwall Purchasing Department receives Form 1295, the Purchasing Department will submit confirmation of receipt through the Texas Ethics Commission website within thirty (30) days.
7. This process must be followed for each contract requiring City of Rockwall Council approval.
8. A Form 1295 cannot be hand written. It must be completed electronically through the Texas Ethics Commission website application.

If you have any questions contact the City of Rockwall Purchasing Agent at (972) 771-7700, 385 S. Goliad St., Rockwall, Texas 75087.

**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 services, goods, or other property 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 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 (street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**Israel Verification Form**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the “Company”) do hereby declare, represent, and verify that the Company, under the Provisions of Chapter 2271 of the Texas Government Code, as amended:

- 1. does not boycott Israel currently; and
- 2. will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001 of the Texas Government Code:

- 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
- 2. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXCLUSION FROM CHAPTER 2271 OF THE TEXAS GOVERNMENT CODE**

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the “Company”) do hereby declare, represent, and verify that the Company is excluded from Chapter 2271 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees;
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Rockwall and the Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Iran, Sudan and Foreign Terrorist Organizations Verification Form**

I, \_\_\_\_\_, the undersigned representative of  
\_\_\_\_\_ (the “Company”) do hereby declare, represent, and verify that the  
Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- 1. will not do business with Iran, Sudan, or any foreign terrorist organization; and
- 2. will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# Firearm Verification Form

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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## EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees,
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- will be between a governmental entity and a sole proprietor; or
- is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between the City of Rockwall and the Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Prohibition of Contracts Discriminating Against Energy, & Energy Company Boycott Verification Form

I, \_\_\_\_\_, the undersigned representative of \_\_ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2276 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2276 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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### EXCLUSION FROM CHAPTER 2276 OF THE TEXAS GOVERNMENT CODE

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter

2276 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees;
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Rockwall and the Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Critical Infrastructure Verification Form

To the extent this proposal relates to critical infrastructure in the State of Texas,

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_ (the “Company”) do hereby declare, represent, and verify that the Company is not owned by or has the majority of stock or other ownership interest held by or controlled by: individuals who are citizens of China, Iran, North Korea, Russia, or a country designed by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code as amended (“designated country”); or

1. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

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Date

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Signature

## Texas Public Information Act Verification Form

I, \_\_\_\_\_, the undersigned representative of (the “Company”) do hereby acknowledge that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation, proposal and any resultant contract, and agree that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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Date

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Signature